

# Exhibit H

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendants*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**DEFENDANTS LOS ANGELES  
DODGERS LLC AND LOS ANGELES  
DODGERS HOLDING COMPANY LLC'S  
RESPONSES AND OBJECTIONS TO  
PLAINTIFFS' REQUESTS FOR  
ADMISSION TO FRANCHISE  
DEFENDANTS**

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure (the “Federal Rules”), as well as the Local Rules of Practice in Civil Proceedings before the United States District Court for the Northern District of California (the “Civil Local Rules”), Los Angeles Dodgers, LLC and Los Angeles Dodgers Holding Company, LLC (d/b/a “Los Angeles Dodgers”) (“Defendant” or “Dodgers”) by and through its attorneys, Proskauer Rose LLP, hereby responds and objects to Plaintiffs’ First Requests for Admission to Franchise Defendants, dated August 7, 2015 (the “RFAs”):

### **PRELIMINARY STATEMENT**

These responses are made solely for the purpose of this action. These responses are made subject to all objections as to competence, relevance, materiality, propriety and admissibility, and any and all other objections and grounds that would require the exclusion of any statement made herein if any such statement were made by, or if any admissions were requested of, a witness present and testifying in court, all of which objections are expressly reserved and may be interposed up to and including the time of trial.

Defendant has not fully completed the investigation of the facts related to this case and has not fully completed preparation for the trial in this matter. Accordingly, all of the responses set forth herein are based only on such information and documents as are presently available and specifically known to Defendant, and disclose only those contentions as are presently known to Defendant. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add meaning to the known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the contentions herein set forth.

The responses set forth below are provided without prejudice to Defendant’s right to produce evidence of any fact or facts that Defendant may subsequently discover or later recall. Subject to the provisions of the Federal Rules, Defendant reserves the right to correct any inadvertent errors or omissions, and to revise any of the responses set forth herein as additional facts are ascertained, analysis is made, legal research is completed, and contentions are made. The responses set forth herein are made in a good-faith effort to supply as much factual information

1 and as much specification of legal contentions as is presently known, but should in no way be to  
2 the prejudice of the Defendant in relation to further discovery, research or analysis, or the use of  
3 and/or reliance upon subsequently discovered documents.

4 Except for explicit facts admitted in the responses set forth below, no incidental or implicit  
5 admissions are intended. The fact that Defendant has either responded to or objected to a RFA or  
6 part thereof should not be taken as an admission that Defendant has accepted or admitted the  
7 existence of any fact or facts set forth or assumed by such RFA, or that such response or objection  
8 constitutes evidence. The fact that Defendant has responded to part or all of any request is not  
9 intended and shall not be construed to be a waiver by the Defendant of all or any part of any  
10 objection to any RFA.

11 In responding to the RFAs below, Defendant will not provide information protected from  
12 disclosure by the attorney-client privilege, the attorney work product doctrine, the joint  
13 defense/common interest privilege, and/or any other applicable privilege or immunity; information  
14 that is confidential or personal and the disclosure of which would constitute an unwarranted  
15 invasion of an affected person's constitutional, statutory and/or common law rights to privacy and  
16 confidentiality; and private, privileged, and confidential or proprietary commercial, financial, or  
17 business information.

18 The inadvertent or mistaken production of information subject to the protections of the  
19 attorney-client privilege, attorney work-product doctrine, or other privilege will not constitute a  
20 general, inadvertent, implicit, subject matter, separate, independent, or other waiver of such  
21 privilege or protection, and does not put in issue or constitute the affirmative use of the advice of  
22 counsel or of any privileged communications.

23 In providing these responses, Defendant does not waive or intend to waive, but, on the  
24 contrary, reserves or intends to reserve:

- 25 a. all questions as to competency, authenticity, relevancy, materiality, privilege, and  
26 admissibility of the information provided hereunder or the subject matter;
- 27  
28

b. the right to object on any ground to the use of the information provided hereunder or the subject matter thereof at any trial or hearing in this matter or in any related or subsequent action or proceeding; and

c. the right to object on any ground at any time to a demand for further information.

This preliminary statement is incorporated into each of the responses set forth below.

### **OBJECTIONS TO THE DEFINITIONS**

Defendant sets forth the following objections to the “Definitions” section set forth in the RFAs. To the extent applicable, Defendant incorporates each of these objections into each of the responses set forth below.

1. To the extent the “Definitions” seek to impose obligations on Defendant that are in addition to, inconsistent with, or contrary to those imposed by the Federal Rules, the Civil Local Rules, or the Court’s individual rules and/or standing orders, Defendant will apply the definitions and provisions set forth in the Federal Rules, and will respond to the RFA in accordance with those Rules and will not provide information that exceeds the requirements of those Rules.

2. Defendant objects to the definitions of “Minor Leaguer” or “Minor League Baseball Player” in paragraph 2 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome.

3. Defendant objects to the definitions of “You” or “Your” in Paragraph 7 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to entities and individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the

1 following definition: “You” or “Your” shall mean the Dodgers and/or the Club’s minor league  
2 affiliates (owned by the Club).

3 4. Defendant objects to the definition of “Plaintiffs” in Paragraph 6 of the  
4 “Definitions” (and in the RFAs applying that definition) because those RFAs seek information  
5 with respect to subject matter that is neither relevant to the claims or defenses of any party nor  
6 reasonably calculated to lead to the discovery of admissible evidence, impermissibly seek  
7 information outside of Defendant’s possession, custody or control, and because such definitions  
8 are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For  
9 purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the following definition:  
10 “Plaintiffs” shall mean Bridger Hunt (for the time he performed services under his Uniform Player  
11 Contracts with the Dodgers) only.

### 12 **ANSWERS AND OBJECTIONS<sup>1</sup>**

#### 13 **REQUEST FOR ADMISSION NO. 1**

14 Admit that You are subject to the Major League Rules.

#### 15 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 1**

16 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
17 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
18 overly broad and that the phrase “subject to” is vague and ambiguous such that Defendant cannot  
19 properly admit or deny the RFA.

20 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
21 admits that certain of the Major League Rules apply to Defendant.  
22  
23  
24  
25

---

26 <sup>1</sup> Defendant has repeated Plaintiffs’ First Requests for Admission verbatim as they were  
27 served upon Defendant and has made no corrections with respect to spelling, grammar,  
28 typographical errors, or any other error in syntax.

1 **REQUEST FOR ADMISSION NO. 2**

2 Admit that You comply with the Major League Rules.

3 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 2**

4 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
5 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
6 overly broad and that the phrase “comply with” is vague and ambiguous such that Defendant  
7 cannot properly admit or deny the RFA.

8 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
9 admits that it is the Club’s practice to comply with the Major League Rules applicable to the Club  
10 to the extent appropriate.

11  
12 **REQUEST FOR ADMISSION NO. 3**

13 Admit that You comply with Major League Rule 3 when signing Your Minor Leaguers to  
14 employment contracts.

15 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 3**

16 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
17 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
18 phrases “employment contract” and “comply” are vague and ambiguous such that Defendant  
19 cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

20 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
21 admits that Major League Rule 3(a)(1) provides as follows, in part: “[A] Major or Minor League  
22 Club may contract with a player under the conditions and restrictions set forth in this Rule 3.”  
23

24 **REQUEST FOR ADMISSION NO. 4**

25 Admit that when signing Your Minor Leaguers to employment contracts, You use the  
26 Minor League Uniform Player Contract (“UPC”) that is attached to the operative Major League  
27 Rules as MLR Attachment 3.  
28

1 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 4**

2 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
3 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it  
4 improperly characterizes a UPC as an “employment contract”; the phrase “employment contract”  
5 is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA  
6 assumes facts not in evidence.

7 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
8 admits that the UPC comprises part of the agreement between a minor league baseball player and  
9 the applicable Club.

10  
11 **REQUEST FOR ADMISSION NO. 5**

12 Admit that You employ(ed) Your Minor Leaguers.

13 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 5**

14 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
15 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
16 overly broad and the RFA exceeds the scope of permissible discovery in a request for admission  
17 by seeking a response on a disputed conclusion of law.

18 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
19 admits that the UPCs, to which Plaintiffs are parties, provide, that Defendant “employs Player to  
20 render, and Player agrees to render, skilled services as a Minor League Player... [during]  
21 championship playing seasons, commencing with the beginning of the championship playing  
22 season...or the portion of that regular championship playing season remaining after the execution  
23 date of this Minor League Uniform Player Contract...whichever date is later.”

24  
25 **REQUEST FOR ADMISSION NO. 6**

26 Admit that Your Minor Leaguers only receive the wages established in the Addendum C to  
27 their UPC’s during Championship Season.



1 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 6**

2 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
3 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
4 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
5 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
6 seeking a response on a disputed conclusion of law.

7 Subject to and without waiving the foregoing objection, Defendant denies this RFA.  
8

9 **REQUEST FOR ADMISSION NO. 7**

10 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
11 C to their UPC’s during spring training.

12 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 7**

13 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
14 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
15 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
16 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
17 seeking a response on a disputed conclusion of law.

18 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
19 admits Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
20 which are evidenced by the documents produced or that will be produced in this action.  
21

22 **REQUEST FOR ADMISSION NO. 8**

23 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
24 C to their UPC’s during instructional leagues.

25 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 8**

26 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
27 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
28

1 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
 2 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
 3 seeking a response on a disputed conclusion of law.

4 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 5 admits Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
 6 which are evidenced by the documents produced or that will be produced in this action.

7  
 8 **REQUEST FOR ADMISSION NO. 9**

9 Admit that Your Minor Leaguers do not receive the wages established in the Addendum C  
 10 to their UPC’s during the months between the end of the Championship Season and spring  
 11 training.

12 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 9**

13 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 14 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 15 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
 16 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
 17 seeking a response on a disputed conclusion of law.

18 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 19 admits Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
 20 which are evidenced by the documents produced or that will be produced in this action.

21  
 22 **REQUEST FOR ADMISSION NO. 10**

23 Admit that You never pay Your Minor Leaguers at an overtime rate, such as time-and-a-  
 24 half the regular rate.

25 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 10**

26 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 27 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 28

1 phrases “overtime rate” and “regular rate” are vague and ambiguous such that Defendant cannot  
2 properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a  
3 request for admission by seeking a response on a disputed conclusion of law.

4 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
5 admits that Plaintiffs did not receive additional compensation calculated at a “time-and-a-half”  
6 premium, because they were not entitled to “overtime” pay.

7  
8 **REQUEST FOR ADMISSION NO. 11**

9 Admit that You do not maintain records showing all hours worked by Your Minor  
10 Leaguers.

11 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 11**

12 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
13 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
14 RFA is overly broad; the phrase “hours worked” is vague and ambiguous such that Defendant  
15 cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery  
16 in a request for admission by seeking a response on a disputed conclusion of law.

17 Subject to and without waiving the foregoing objection, Defendant denies this RFA.

18  
19 **REQUEST FOR ADMISSION NO. 12**

20 Admit that You do not provide Your Minor Leaguers with wage statements during the  
21 periods of spring training, instructional leagues, and other periods outside the Championship  
22 Season.

23 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 12**

24 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
25 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
26 RFA is overly broad; the phrase “wage statements” is vague and ambiguous such that Defendant  
27  
28

1 cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery  
2 in a request for admission by seeking a response on a disputed conclusion of law.

3 Subject to and without waiving the foregoing objection, Defendant denies this RFA.  
4

5  
6 Dated: September 11, 2015

Respectfully submitted,

7 /s/ Elise M. Bloom

Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

Rachel Santoro (*pro hac vice*)

**PROSKAUER ROSE LLP**

11 Times Square

New York, NY 10036

Telephone: (212) 969-3000

Facsimile: (212) 969-2900

ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

**PROSKAUER ROSE LLP**

2049 Century Park East, 32nd Floor

Los Angeles, CA 90067-3206

Telephone: (310) 557-2900

Facsimile: (310) 557-2193

*Attorneys for Defendants*

17 TO: **KOREIN TILLERY, LLC**

Stephen M. Tillery (*pro hac vice*)

Aaron M. Zigler (*pro hac vice*)

Garrett R. Broshuis (*pro hac vice*)

505 North 7th Street, Suite 3600

St. Louis, MO 63101

Telephone: (314) 241-4844

Facsimile: (314) 241-3525

**KOREIN TILLERY, LLC**

George A. Zelcs

205 North Michigan, Suite 1950

Chicago, IL 60601

Telephone: (312) 641-9750

**PEARSON, SIMON & WARSHAW LLP**

Bruce L. Simon (Bar No. 96241)

Benjamin E. Shiftan (Bar No. 265767)

44 Montgomery Street, Suite 2450

San Francisco, CA 94104

Telephone: (415) 433-9000

Facsimile: (415) 433-9008

**PEARSON, SIMON & WARSHAW LLP**

Daniel L. Warshaw (Bar No. 185365)

Bobby Pouya (Bar No. 245527)

Michael H. Pearson (Bar No. 277857)

15165 Ventura Boulevard, Suite 400

Sherman Oaks, California 91403

Telephone: (818) 788-8300

Facsimile: (818) 788-8104

*Plaintiffs' Interim Co-Lead Class Counsel*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
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Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

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ederboghossian@proskauer.com  
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Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendants*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

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OFFICE OF THE COMMISSIONER OF  
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doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**CERTIFICATE OF SERVICE**

1 I hereby certify that September 11, 2015, I caused to be served the following:

2 Defendants Los Angeles Dodgers LLC and Los Angeles Dodgers Holding Company  
3 LLC's Answers and Objections to Plaintiffs' First Set of Requests for Admission to  
Franchise Defendants

4 by e-mail on the following counsel for Plaintiffs:

5  
6 **TO: KOREIN TILLERY, LLC**

Stephen M. Tillery (*pro hac vice*)  
7 Aaron M. Zigler (*pro hac vice*)  
8 Garrett R. Broshuis (*pro hac vice*)  
505 North 7th Street, Suite 3600  
9 St. Louis, MO 63101  
Telephone: (314) 241-4844  
10 Facsimile: (314) 241-3525  
stillery@koreintillery.com  
11 azigler@koreintillery.com  
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13 **KOREIN TILLERY, LLC**

George A. Zelcs  
14 205 North Michigan, Suite 1950  
Chicago, IL 60601  
15 Telephone: (312) 641-9750  
16 Facsimile: (312) 641-9751  
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17 **PEARSON, SIMON & WARSHAW LLP**

18 Bruce L. Simon (Bar No. 96241)  
Benjamin E. Shiftan (Bar No. 265767)  
19 44 Montgomery Street, Suite 2450  
San Francisco, CA 94104  
20 Telephone: (415) 433-9000  
21 Facsimile: (415) 433-9008  
bsimon@pswlaw.com  
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24 Daniel L. Warshaw (Bar No. 185365)  
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15165 Ventura Boulevard, Suite 400  
26 Sherman Oaks, California 91403  
27 Telephone: (818) 788-8300  
28 Facsimile: (818) 788-8104

1       dwarshaw@pswlaw.com  
2       bpouya@pswlaw.com  
3       mpearson@pswlaw.com

4       *Plaintiffs' Interim Co-Lead Class Counsel*

5  
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7       Dated: September 11, 2015

Respectfully submitted,

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HOWARD L. GANZ  
hgan@proskauer.com  
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**CLASS ACTION**

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AND OBJECTIONS TO PLAINTIFFS'  
REQUESTS FOR ADMISSION TO  
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Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure (the “Federal Rules”), as well as the Local Rules of Practice in Civil Proceedings before the United States District Court for the Northern District of California (the “Civil Local Rules”), AZPB L.P. (d/b/a “Arizona Diamondbacks”) (hereinafter “Defendant,” “Club” or “Diamondbacks”) by and through its attorneys, Proskauer Rose LLP, hereby responds and objects to Plaintiffs’ First Set of Requests for Admission to Franchise Defendants, dated August 7, 2015 (the “RFAs”):

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19 attorney-client privilege, attorney work-product doctrine, or other privilege will not constitute a  
20 general, inadvertent, implicit, subject matter, separate, independent, or other waiver of such  
21 privilege or protection, and does not put in issue or constitute the affirmative use of the advice of  
22 counsel or of any privileged communications.

23 In providing these responses, Defendant does not waive or intend to waive, but, on the  
24 contrary, reserves or intends to reserve:

- 25 a. all questions as to competency, authenticity, relevancy, materiality, privilege, and  
26 admissibility of the information provided hereunder or the subject matter;  
27  
28

b. the right to object on any ground to the use of the information provided hereunder or the subject matter thereof at any trial or hearing in this matter or in any related or subsequent action or proceeding; and

c. the right to object on any ground at any time to a demand for further information.

This preliminary statement is incorporated into each of the responses set forth below.

### **OBJECTIONS TO THE DEFINITIONS**

Defendant sets forth the following objections to the “Definitions” section set forth in the RFAs. To the extent applicable, Defendant incorporates each of these objections into each of the responses set forth below.

1. To the extent the “Definitions” seek to impose obligations on Defendant that are in addition to, inconsistent with, or contrary to those imposed by the Federal Rules, the Civil Local Rules, or the Court’s individual rules and/or standing orders, Defendant will apply the definitions and provisions set forth in the Federal Rules, and will respond to the RFA in accordance with those Rules and will not provide information that exceeds the requirements of those Rules.

2. Defendant objects to the definitions of “Minor Leaguer” or “Minor League Baseball Player” in paragraph 2 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome.

3. Defendant objects to the definitions of “You” or “Your” in Paragraph 7 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to entities and individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the

1 following definition: “You” or “Your” shall mean Diamondbacks and/or the Club’s minor league  
2 affiliates (owned by the Club).

3 4. Defendant objects to the definition of “Plaintiffs” in Paragraph 6 of the  
4 “Definitions” (and in the RFAs applying that definition) because those RFAs seek information  
5 with respect to subject matter that is neither relevant to the claims or defenses of any party nor  
6 reasonably calculated to lead to the discovery of admissible evidence, impermissibly seek  
7 information outside of Defendant’s possession, custody or control, and because such definitions  
8 are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For  
9 purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the following definition:  
10 “Plaintiffs” shall mean Matthew Gorgen, Bryan Henry and Roberto Ortiz (for the time those  
11 individuals performed services under their Uniform Player Contracts with the Arizona  
12 Diamondbacks) only.

### 13 14 **ANSWERS AND OBJECTIONS**<sup>1</sup>

#### 15 **REQUEST FOR ADMISSION NO. 1**

16 Admit that You are subject to the Major League Rules.

#### 17 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 1**

18 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
19 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
20 overly broad and that the phrase “subject to” is vague and ambiguous such that Defendant cannot  
21 properly admit or deny the RFA.

22 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
23 admits that certain of the Major League Rules apply to Defendant.

24  
25  
26 <sup>1</sup> Defendant has repeated Plaintiffs’ First Set of Requests for Admission verbatim as  
27 they were served upon Defendant and has made no corrections with respect to spelling,  
28 grammar, typographical errors, or any other error in syntax.

1 **REQUEST FOR ADMISSION NO. 2**

2 Admit that You comply with the Major League Rules.

3 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 2**

4 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
5 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
6 overly broad and that the phrase “comply with” is vague and ambiguous such that Defendant  
7 cannot properly admit or deny the RFA.

8 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
9 admits that it is the Club’s practice to comply with the Major League Rules applicable to the Club  
10 to the extent appropriate.

11 **REQUEST FOR ADMISSION NO. 3**

12 Admit that You comply with Major League Rule 3 when signing Your Minor Leaguers to  
13 employment contracts.

14 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 3**

15 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
16 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
17 phrases “employment contract” and “comply” are vague and ambiguous such that Defendant  
18 cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

19 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
20 admits that Major League Rule 3(a)(1) provides as follows, in part: “[A] Major or Minor League  
21 Club may contract with a player under the conditions and restrictions set forth in this Rule 3.”  
22

23 **REQUEST FOR ADMISSION NO. 4**

24 Admit that when signing Your Minor Leaguers to employment contracts, You use the  
25 Minor League Uniform Player Contract (“UPC”) that is attached to the operative Major League  
26 Rules as MLR Attachment 3.  
27  
28

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 4**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it improperly characterizes a UPC as an “employment contract”; the phrase “employment contract” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that the UPC comprises part of the agreement between a minor league baseball player and the applicable Club.

**REQUEST FOR ADMISSION NO. 5**

Admit that You employ(ed) Your Minor Leaguers.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 5**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is overly broad and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that the UPCs, to which Plaintiffs are parties, provide that Defendant “employs Player to render, and Player agrees to render, skilled services as a Minor League Player...[during] championship playing seasons, commencing with the beginning of the championship playing season...or the portion of that regular championship playing season remaining after the execution date of this Minor League Uniform Player Contract...whichever date is later.”

**REQUEST FOR ADMISSION NO. 6**

Admit that Your Minor Leaguers only receive the wages established in the Addendum C to their UPC’s during Championship Season.

1 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 6**

2 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
3 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
4 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
5 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
6 seeking a response on a disputed conclusion of law.

7 Subject to and without waiving the foregoing objection, Defendant denies this RFA.  
8

9 **REQUEST FOR ADMISSION NO. 7**

10 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
11 C to their UPC’s during spring training.

12 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 7**

13 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
14 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
15 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
16 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
17 seeking a response on a disputed conclusion of law.

18 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
19 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
20 which are evidenced by the documents produced or that will be produced in this action.  
21

22 **REQUEST FOR ADMISSION NO. 8**

23 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
24 C to their UPC’s during instructional leagues.

25 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 8**

26 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
27 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
28



1 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
 2 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
 3 seeking a response on a disputed conclusion of law.

4 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 5 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
 6 which are evidenced by the documents produced or that will be produced in this action.

#### 7 8 **REQUEST FOR ADMISSION NO. 9**

9 Admit that Your Minor Leaguers do not receive the wages established in the Addendum C  
 10 to their UPC’s during the months between the end of the Championship Season and spring  
 11 training.

#### 12 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 9**

13 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 14 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 15 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
 16 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
 17 seeking a response on a disputed conclusion of law.

18 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 19 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
 20 which are evidenced by the documents produced or that will be produced in this action.

#### 21 22 **REQUEST FOR ADMISSION NO. 10**

23 Admit that You never pay Your Minor Leaguers at an overtime rate, such as time-and-a-  
 24 half the regular rate.

#### 25 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 10**

26 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 27 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 28

phrases “overtime rate” and “regular rate” are vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs did not receive additional compensation calculated at a “time-and-a-half” premium, because they were not entitled to “overtime” pay.

#### **REQUEST FOR ADMISSION NO. 11**

Admit that You do not maintain records showing all hours worked by Your Minor Leaguers.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 11**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the RFA is overly broad; the phrase “hours worked” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

#### **REQUEST FOR ADMISSION NO. 12**

Admit that You do not provide Your Minor Leaguers with wage statements during the periods of spring training, instructional leagues, and other periods outside the Championship Season.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 12**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the RFA is overly broad; the phrase “wage statements” is vague and ambiguous such that Defendant

1 cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery  
2 in a request for admission by seeking a response on a disputed conclusion of law.

3 Subject to and without waiving the foregoing objection, Defendant denies this RFA.  
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1 Dated: September 11, 2015

Respectfully submitted,

2 /s/ Elise M. Bloom

Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

Rachel Santoro (*pro hac vice*)

**PROSKAUER ROSE LLP**

11 Times Square

New York, NY 10036

Telephone: (212) 969-3000

Facsimile: (212) 969-2900

ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

**PROSKAUER ROSE LLP**

2049 Century Park East, 32nd Floor

Los Angeles, CA 90067-3206

Telephone: (310) 557-2900

Facsimile: (310) 557-2193

*Attorneys for Defendant*

11 TO: **KOREIN TILLERY, LLC**

Stephen M. Tillery (*pro hac vice*)

Aaron M. Zigler (*pro hac vice*)

Garrett R. Broshuis (*pro hac vice*)

505 North 7th Street, Suite 3600

St. Louis, MO 63101

Telephone: (314) 241-4844

Facsimile: (314) 241-3525

**KOREIN TILLERY, LLC**

George A. Zelcs

205 North Michigan, Suite 1950

Chicago, IL 60601

Telephone: (312) 641-9750

**PEARSON, SIMON & WARSHAW LLP**

Bruce L. Simon (Bar No. 96241)

Benjamin E. Shiftan (Bar No. 265767)

44 Montgomery Street, Suite 2450

San Francisco, CA 94104

Telephone: (415) 433-9000

Facsimile: (415) 433-9008

**PEARSON, SIMON & WARSHAW LLP**

Daniel L. Warshaw (Bar No. 185365)

Bobby Pouya (Bar No. 245527)

Michael H. Pearson (Bar No. 277857)

15165 Ventura Boulevard, Suite 400

Sherman Oaks, California 91403

Telephone: (818) 788-8300

Facsimile: (818) 788-8104

*Plaintiffs' Interim Co-Lead Class Counsel*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendant*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**CERTIFICATE OF SERVICE**

1 I hereby certify that September 11, 2015, I caused to be served the following:

2 Defendant AZPB L.P.'s Answers and Objections to Plaintiffs' Requests for Admission to  
3 Franchise Defendants

4 by e-mail on the following counsel for Plaintiffs:

5 **TO: KOREIN TILLERY, LLC**

6 Stephen M. Tillery (*pro hac vice*)  
7 Aaron M. Zigler (*pro hac vice*)  
8 Garrett R. Broshuis (*pro hac vice*)  
9 505 North 7th Street, Suite 3600  
10 St. Louis, MO 63101  
11 Telephone: (314) 241-4844  
12 Facsimile: (314) 241-3525  
13 stillery@koreintillery.com  
14 azigler@koreintillery.com  
15 gbroshuis@koreintillery.com

12 **KOREIN TILLERY, LLC**

13 George A. Zelcs  
14 205 North Michigan, Suite 1950  
15 Chicago, IL 60601  
16 Telephone: (312) 641-9750  
17 Facsimile: (312) 641-9751  
18 gzelcs@koreintillery.com

17 **PEARSON, SIMON & WARSHAW LLP**

18 Bruce L. Simon (Bar No. 96241)  
19 Benjamin E. Shiftan (Bar No. 265767)  
20 44 Montgomery Street, Suite 2450  
21 San Francisco, CA 94104  
22 Telephone: (415) 433-9000  
23 Facsimile: (415) 433-9008  
24 bsimon@pswlaw.com  
25 bshiftan@pswlaw.com

23 **PEARSON, SIMON & WARSHAW LLP**

24 Daniel L. Warshaw (Bar No. 185365)  
25 Bobby Pouya (Bar No. 245527)  
26 Michael H. Pearson (Bar No. 277857)  
27 15165 Ventura Boulevard, Suite 400  
28 Sherman Oaks, California 91403  
Telephone: (818) 788-8300  
Facsimile: (818) 788-8104  
dwarshaw@pswlaw.com

bpouya@pswlaw.com  
mpearson@pswlaw.com

*Plaintiffs' Interim Co-Lead Class Counsel*

Dated: September 11, 2015

Respectfully submitted,

/s/ Elise M. Bloom

Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

Rachel Santoro (*pro hac vice*)

**PROSKAUER ROSE LLP**

11 Times Square

New York, NY 10036

Telephone: (212) 969-3000

Facsimile: (212) 969-2900

ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

**PROSKAUER ROSE LLP**

2049 Century Park East, 32nd Floor

Los Angeles, CA 90067-3206

Telephone: (310) 557-2900

Facsimile: (310) 557-2193

*Attorneys for Defendant*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendant*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**DEFENDANT CHICAGO CUBS  
BASEBALL CLUB, LLC'S ANSWERS  
AND OBJECTIONS TO PLAINTIFFS'  
FIRST SET OF REQUESTS FOR  
ADMISSION TO FRANCHISE  
DEFENDANTS**



Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure (the “Federal Rules”), as well as the Local Rules of Practice in Civil Proceedings before the United States District Court for the Northern District of California (the “Civil Local Rules”), Chicago Cubs Baseball Club, LLC (d/b/a “Chicago Cubs”) (hereinafter “Defendant,” “Club” or “Cubs”) by and through its attorneys, Proskauer Rose LLP, hereby responds and objects to Plaintiffs’ First Set of Requests for Admission to Franchise Defendants, dated August 7, 2015 (the “RFAs”):

### **PRELIMINARY STATEMENT**

These responses are made solely for the purpose of this action. These responses are made subject to all objections as to competence, relevance, materiality, propriety and admissibility, and any and all other objections and grounds that would require the exclusion of any statement made herein if any such statement were made by, or if any admissions were requested of, a witness present and testifying in court, all of which objections are expressly reserved and may be interposed up to and including the time of trial.

Defendant has not fully completed the investigation of the facts related to this case and has not fully completed preparation for the trial in this matter. Accordingly, all of the responses set forth herein are based only on such information and documents as are presently available and specifically known to Defendant, and disclose only those contentions as are presently known to Defendant. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add meaning to the known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the contentions herein set forth.

The responses set forth below are provided without prejudice to Defendant’s right to produce evidence of any fact or facts that Defendant may subsequently discover or later recall. Subject to the provisions of the Federal Rules, Defendant reserves the right to correct any inadvertent errors or omissions, and to revise any of the responses set forth herein as additional facts are ascertained, analysis is made, legal research is completed, and contentions are made. The responses set forth herein are made in a good-faith effort to supply as much factual information

1 and as much specification of legal contentions as is presently known, but should in no way be to  
2 the prejudice of the Defendant in relation to further discovery, research or analysis, or the use of  
3 and/or reliance upon subsequently discovered documents.

4 Except for explicit facts admitted in the responses set forth below, no incidental or implicit  
5 admissions are intended. The fact that Defendant has either responded to or objected to a RFA or  
6 part thereof should not be taken as an admission that Defendant has accepted or admitted the  
7 existence of any fact or facts set forth or assumed by such RFA, or that such response or objection  
8 constitutes evidence. The fact that Defendant has responded to part or all of any request is not  
9 intended and shall not be construed to be a waiver by the Defendant of all or any part of any  
10 objection to any RFA.

11 In responding to the RFAs below, Defendant will not provide information protected from  
12 disclosure by the attorney-client privilege, the attorney work product doctrine, the joint  
13 defense/common interest privilege, and/or any other applicable privilege or immunity; information  
14 that is confidential or personal and the disclosure of which would constitute an unwarranted  
15 invasion of an affected person's constitutional, statutory and/or common law rights to privacy and  
16 confidentiality; and private, privileged, and confidential or proprietary commercial, financial, or  
17 business information.

18 The inadvertent or mistaken production of information subject to the protections of the  
19 attorney-client privilege, attorney work-product doctrine, or other privilege will not constitute a  
20 general, inadvertent, implicit, subject matter, separate, independent, or other waiver of such  
21 privilege or protection, and does not put in issue or constitute the affirmative use of the advice of  
22 counsel or of any privileged communications.

23 In providing these responses, Defendant does not waive or intend to waive, but, on the  
24 contrary, reserves or intends to reserve:

- 25 a. all questions as to competency, authenticity, relevancy, materiality, privilege, and  
26 admissibility of the information provided hereunder or the subject matter;

b. the right to object on any ground to the use of the information provided hereunder or the subject matter thereof at any trial or hearing in this matter or in any related or subsequent action or proceeding; and

c. the right to object on any ground at any time to a demand for further information.

This preliminary statement is incorporated into each of the responses set forth below.

### **OBJECTIONS TO THE DEFINITIONS**

Defendant sets forth the following objections to the “Definitions” section set forth in the RFAs. To the extent applicable, Defendant incorporates each of these objections into each of the responses set forth below.

1. To the extent the “Definitions” seek to impose obligations on Defendant that are in addition to, inconsistent with, or contrary to those imposed by the Federal Rules, the Civil Local Rules, or the Court’s individual rules and/or standing orders, Defendant will apply the definitions and provisions set forth in the Federal Rules, and will respond to the RFA in accordance with those Rules and will not provide information that exceeds the requirements of those Rules.

2. Defendant objects to the definitions of “Minor Leaguer” or “Minor League Baseball Player” in paragraph 2 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome.

3. Defendant objects to the definitions of “You” or “Your” in Paragraph 7 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to entities and individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the following definition: “You” or “Your” shall mean Cubs, and/or the Club’s minor league affiliates

(owned by the Club) from October 27, 2009 through the present, which is in accordance with the timeframe set forth in Paragraph 14, including footnote 1, of Defendant's General Objections in its RFP Responses, which is incorporated as though fully set forth herein.

4. Defendant objects to the definition of "Plaintiffs" in Paragraph 6 of the "Definitions" (and in the RFAs applying that definition) because those RFAs seek information with respect to subject matter that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, impermissibly seek information outside of Defendant's possession, custody or control, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For purposes of Defendant's responses to Plaintiffs' RFAs, Defendant applies the following definition: "Plaintiff" shall mean Jake Opitz only (for the time such individual performed services under his Uniform Player Contract with the Cubs), and only during such time as Jake Opitz is alleged to have been employed by the Cubs.

## **ANSWERS AND OBJECTIONS<sup>1</sup>**

### **REQUEST FOR ADMISSION NO. 1**

Admit that You are subject to the Major League Rules.

### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 1**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is overly broad and that the phrase "subject to" is vague and ambiguous such that Defendant cannot properly admit or deny the RFA.

Subject to and without waiving the foregoing objection, Defendant denies the RFA, except admits that certain of the Major League Rules apply to Defendant.

---

<sup>1</sup> Defendant has repeated Plaintiffs' First Set of Requests for Admission verbatim as they were served upon Defendant and has made no corrections with respect to spelling, grammar, typographical errors, or any other error in syntax.

1 **REQUEST FOR ADMISSION NO. 2**

2 Admit that You comply with the Major League Rules.

3 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 2**

4 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
5 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
6 overly broad and that the phrase “comply with” is vague and ambiguous such that Defendant  
7 cannot properly admit or deny the RFA.

8 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
9 admits that it is the Club’s practice to comply with the Major League Rules applicable to the Club  
10 to the extent appropriate.

11 .  
12 **REQUEST FOR ADMISSION NO. 3**

13 Admit that You comply with Major League Rule 3 when signing Your Minor Leaguers to  
14 employment contracts.

15 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 3**

16 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
17 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
18 phrases “employment contract” and “comply” are vague and ambiguous such that Defendant  
19 cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

20 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
21 admits that Major League Rule 3(a)(1) provides as follows, in part: “[A] Major or Minor League  
22 Club may contract with a player under the conditions and restrictions set forth in this Rule 3.”  
23

24 **REQUEST FOR ADMISSION NO. 4**

25 Admit that when signing Your Minor Leaguers to employment contracts, You use the  
26 Minor League Uniform Player Contract (“UPC”) that is attached to the operative Major League  
27 Rules as MLR Attachment 3.  
28

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 4**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it improperly characterizes a UPC as an “employment contract”; the phrase “employment contract” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that the UPC comprises part of the agreement between a minor league baseball player and the applicable Club.

**REQUEST FOR ADMISSION NO. 5**

Admit that You employ(ed) Your Minor Leaguers.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 5**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is overly broad and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that the UPCs, to which Plaintiff is a party, provide that Defendant “employs Player to render, and Player agrees to render skilled services as a Minor League Baseball Player...[during] championship playing seasons, commencing with the beginning of the championship playing season...or the portion of that regular championship playing season remaining after the execution date of this Minor League Uniform Player Contract...whichever date is later.”

**REQUEST FOR ADMISSION NO. 6**

Admit that Your Minor Leaguers only receive the wages established in the Addendum C to their UPC’s during Championship Season.

1 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 6**

2 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
3 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
4 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
5 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
6 seeking a response on a disputed conclusion of law.

7 Subject to and without waiving the foregoing objection, Defendant denies this RFA.  
8

9 **REQUEST FOR ADMISSION NO. 7**

10 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
11 C to their UPC’s during spring training.  
12

13 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 7**

14 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
15 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
16 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
17 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
18 seeking a response on a disputed conclusion of law.

19 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
20 admits that Plaintiff has been paid in accordance with his UPCs and applicable Club policies,  
21 which are evidenced by the documents produced or that will be produced in this action.  
22

23 **REQUEST FOR ADMISSION NO. 8**

24 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
25 C to their UPC’s during instructional leagues.  
26  
27  
28

1 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 8**

2 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
3 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
4 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
5 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
6 seeking a response on a disputed conclusion of law.

7 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
8 admits that Plaintiff has been paid in accordance with his UPCs and applicable Club policies,  
9 which are evidenced by the documents produced or that will be produced in this action.

10  
11 **REQUEST FOR ADMISSION NO. 9**

12 Admit that Your Minor Leaguers do not receive the wages established in the Addendum C  
13 to their UPC’s during the months between the end of the Championship Season and spring  
14 training.

15 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 9**

16 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
17 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
18 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
19 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
20 seeking a response on a disputed conclusion of law.

21 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
22 admits that Plaintiff has been paid in accordance with his UPCs and applicable Club policies,  
23 which are evidenced by the documents produced or that will be produced in this action.

24  
25 **REQUEST FOR ADMISSION NO. 10**

26 Admit that You never pay Your Minor Leaguers at an overtime rate, such as time-and-a-  
27 half the regular rate.



1 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 10**

2 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
3 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
4 phrases “overtime rate” and “regular rate” are vague and ambiguous such that Defendant cannot  
5 properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a  
6 request for admission by seeking a response on a disputed conclusion of law.

7 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
8 admits that Plaintiff did not receive additional compensation calculated at a “time-and-a-half”  
9 premium, because they are not entitled to “overtime” pay.

10  
11 **REQUEST FOR ADMISSION NO. 11**

12 Admit that You do not maintain records showing all hours worked by Your Minor  
13 Leaguers.

14 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 11**

15 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
16 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
17 RFA is overly broad; the phrase “hours worked” is vague and ambiguous such that Defendant  
18 cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery  
19 in a request for admission by seeking a response on a disputed conclusion of law.

20 Subject to and without waiving the foregoing objection, Defendant denies this RFA.

21  
22 **REQUEST FOR ADMISSION NO. 12**

23 Admit that You do not provide Your Minor Leaguers with wage statements during the  
24 periods of spring training, instructional leagues, and other periods outside the Championship  
25 Season.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 12**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the RFA is overly broad; the phrase “wage statements” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

Dated: September 11, 2015

Respectfully submitted,

/s/ Elise M. Bloom

Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

Rachel Santoro (*pro hac vice*)

**PROSKAUER ROSE LLP**

11 Times Square

New York, NY 10036

Telephone: (212) 969-3000

Facsimile: (212) 969-2900

ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

**PROSKAUER ROSE LLP**

2049 Century Park East, 32nd Floor

Los Angeles, CA 90067-3206

Telephone: (310) 557-2900

Facsimile: (310) 557-2193

*Attorneys for Defendant*

TO: **KOREIN TILLERY, LLC**

Stephen M. Tillery (*pro hac vice*)

Aaron M. Zigler (*pro hac vice*)

Garrett R. Broshuis (*pro hac vice*)

505 North 7th Street, Suite 3600

St. Louis, MO 63101

Telephone: (314) 241-4844

Facsimile: (314) 241-3525

**KOREIN TILLERY, LLC**

George A. Zelcs

205 North Michigan, Suite 1950

Chicago, IL 60601

Telephone: (312) 641-9750

**PEARSON, SIMON & WARSHAW LLP**

Bruce L. Simon (Bar No. 96241)

Benjamin E. Shiftan (Bar No. 265767)

1 44 Montgomery Street, Suite 2450  
San Francisco, CA 94104  
Telephone: (415) 433-9000  
2 Facsimile: (415) 433-9008

3 **PEARSON, SIMON & WARSHAW LLP**

4 Daniel L. Warshaw (Bar No. 185365)  
Bobby Pouya (Bar No. 245527)  
Michael H. Pearson (Bar No. 277857)  
5 15165 Ventura Boulevard, Suite 400  
Sherman Oaks, California 91403  
6 Telephone: (818) 788-8300  
Facsimile: (818) 788-8104

7 *Plaintiffs' Interim Co-Lead Class Counsel*  
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27  
28

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hgan@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendant*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**CERTIFICATE OF SERVICE**

1 I hereby certify that September 11, 2015, I caused to be served the following:

2 Defendant Chicago Cubs Baseball Club, LLC's Answers and Objections to Plaintiffs' First  
3 Set of Requests for Admission to Franchise Defendants

4 by e-mail on the following counsel for Plaintiffs:

5 **TO: KOREIN TILLERY, LLC**

6 Stephen M. Tillery (*pro hac vice*)  
7 Aaron M. Zigler (*pro hac vice*)  
8 Garrett R. Broshuis (*pro hac vice*)  
9 505 North 7th Street, Suite 3600  
10 St. Louis, MO 63101  
11 Telephone: (314) 241-4844  
12 Facsimile: (314) 241-3525  
13 stillery@koreintillery.com  
14 azigler@koreintillery.com  
15 gbroshuis@koreintillery.com

16 **KOREIN TILLERY, LLC**

17 George A. Zelcs  
18 205 North Michigan, Suite 1950  
19 Chicago, IL 60601  
20 Telephone: (312) 641-9750  
21 Facsimile: (312) 641-9751  
22 gzelcs@koreintillery.com

23 **PEARSON, SIMON & WARSHAW LLP**

24 Bruce L. Simon (Bar No. 96241)  
25 Benjamin E. Shiftan (Bar No. 265767)  
26 44 Montgomery Street, Suite 2450  
27 San Francisco, CA 94104  
28 Telephone: (415) 433-9000  
Facsimile: (415) 433-9008  
bsimon@pswlaw.com  
bshiftan@pswlaw.com

**PEARSON, SIMON & WARSHAW LLP**

Daniel L. Warshaw (Bar No. 185365)  
Bobby Pouya (Bar No. 245527)  
Michael H. Pearson (Bar No. 277857)  
15165 Ventura Boulevard, Suite 400  
Sherman Oaks, California 91403  
Telephone: (818) 788-8300

1 Facsimile: (818) 788-8104  
2 dwarshaw@pswlaw.com  
3 bpouya@pswlaw.com  
4 mpearson@pswlaw.com

5  
6  
7  
8 *Plaintiffs' Interim Co-Lead Class Counsel*

9 Dated: September 11, 2015

Respectfully submitted,

/s/ Elise M. Bloom

Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

Rachel Santoro (*pro hac vice*)

**PROSKAUER ROSE LLP**

11 Times Square

New York, NY 10036

Telephone: (212) 969-3000

Facsimile: (212) 969-2900

ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

**PROSKAUER ROSE LLP**

2049 Century Park East, 32nd Floor

Los Angeles, CA 90067-3206

Telephone: (310) 557-2900

Facsimile: (310) 557-2193

*Attorneys for Defendant*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendant*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**DEFENDANT THE CINCINNATI REDS  
LLC'S ANSWERS AND OBJECTIONS TO  
PLAINTIFFS' FIRST SET OF REQUESTS  
FOR ADMISSION TO FRANCHISE  
DEFENDANTS**

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure (the “Federal Rules”), as well as the Local Rules of Practice in Civil Proceedings before the United States District Court for the Northern District of California (the “Civil Local Rules”), The Cincinnati Reds LLC (d/b/a “Cincinnati Reds”) (hereinafter “Defendant,” “Club” or “Reds”) by and through its attorneys, Proskauer Rose LLP, hereby responds and objects to Plaintiffs’ First Set of Requests for Admission to Franchise Defendants, dated August 7, 2015 (the “RFAs”):

### **PRELIMINARY STATEMENT**

These responses are made solely for the purpose of this action. These responses are made subject to all objections as to competence, relevance, materiality, propriety and admissibility, and any and all other objections and grounds that would require the exclusion of any statement made herein if any such statement were made by, or if any admissions were requested of, a witness present and testifying in court, all of which objections are expressly reserved and may be interposed up to and including the time of trial.

Defendant has not fully completed the investigation of the facts related to this case and has not fully completed preparation for the trial in this matter. Accordingly, all of the responses set forth herein are based only on such information and documents as are presently available and specifically known to Defendant, and disclose only those contentions as are presently known to Defendant. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add meaning to the known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the contentions herein set forth.

The responses set forth below are provided without prejudice to Defendant’s right to produce evidence of any fact or facts that Defendant may subsequently discover or later recall. Subject to the provisions of the Federal Rules, Defendant reserves the right to correct any inadvertent errors or omissions, and to revise any of the responses set forth herein as additional facts are ascertained, analysis is made, legal research is completed, and contentions are made. The responses set forth herein are made in a good-faith effort to supply as much factual information



1 and as much specification of legal contentions as is presently known, but should in no way be to  
2 the prejudice of the Defendant in relation to further discovery, research or analysis, or the use of  
3 and/or reliance upon subsequently discovered documents.

4 Except for explicit facts admitted in the responses set forth below, no incidental or implicit  
5 admissions are intended. The fact that Defendant has either responded to or objected to a RFA or  
6 part thereof should not be taken as an admission that Defendant has accepted or admitted the  
7 existence of any fact or facts set forth or assumed by such RFA, or that such response or objection  
8 constitutes evidence. The fact that Defendant has responded to part or all of any request is not  
9 intended and shall not be construed to be a waiver by the Defendant of all or any part of any  
10 objection to any RFA.

11 In responding to the RFAs below, Defendant will not provide information protected from  
12 disclosure by the attorney-client privilege, the attorney work product doctrine, the joint  
13 defense/common interest privilege, and/or any other applicable privilege or immunity; information  
14 that is confidential or personal and the disclosure of which would constitute an unwarranted  
15 invasion of an affected person's constitutional, statutory and/or common law rights to privacy and  
16 confidentiality; and private, privileged, and confidential or proprietary commercial, financial, or  
17 business information.

18 The inadvertent or mistaken production of information subject to the protections of the  
19 attorney-client privilege, attorney work-product doctrine, or other privilege will not constitute a  
20 general, inadvertent, implicit, subject matter, separate, independent, or other waiver of such  
21 privilege or protection, and does not put in issue or constitute the affirmative use of the advice of  
22 counsel or of any privileged communications.

23 In providing these responses, Defendant does not waive or intend to waive, but, on the  
24 contrary, reserves or intends to reserve:

- 25 a. all questions as to competency, authenticity, relevancy, materiality, privilege, and  
26 admissibility of the information provided hereunder or the subject matter;  
27  
28

b. the right to object on any ground to the use of the information provided hereunder or the subject matter thereof at any trial or hearing in this matter or in any related or subsequent action or proceeding; and

c. the right to object on any ground at any time to a demand for further information.

This preliminary statement is incorporated into each of the responses set forth below.

### **OBJECTIONS TO THE DEFINITIONS**

Defendant sets forth the following objections to the “Definitions” section set forth in the RFAs. To the extent applicable, Defendant incorporates each of these objections into each of the responses set forth below.

1. To the extent the “Definitions” seek to impose obligations on Defendant that are in addition to, inconsistent with, or contrary to those imposed by the Federal Rules, the Civil Local Rules, or the Court’s individual rules and/or standing orders, Defendant will apply the definitions and provisions set forth in the Federal Rules, and will respond to the RFA in accordance with those Rules and will not provide information that exceeds the requirements of those Rules.

2. Defendant objects to the definitions of “Minor Leaguer” or “Minor League Baseball Player” in paragraph 2 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome.

3. Defendant objects to the definitions of “You” or “Your” in Paragraph 7 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to entities and individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the

1 following definition: “You” or “Your” shall mean Reds and/or the Club’s minor league affiliates  
2 (owned by the Club).

3 4. Defendant objects to the definition of “Plaintiffs” in Paragraph 6 of the  
4 “Definitions” (and in the RFAs applying that definition) because those RFAs seek information  
5 with respect to subject matter that is neither relevant to the claims or defenses of any party nor  
6 reasonably calculated to lead to the discovery of admissible evidence, impermissibly seek  
7 information outside of Defendant’s possession, custody or control, and because such definitions  
8 are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For  
9 purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the following definition:  
10 “Plaintiffs” shall mean Jacob Kahaulelio and Ryan Kiel (for the time those individuals performed  
11 services under their Uniform Player Contracts with the Defendant) only.  
12

### 13 **ANSWERS AND OBJECTIONS<sup>1</sup>**

#### 14 **REQUEST FOR ADMISSION NO. 1**

15 Admit that You are subject to the Major League Rules.

#### 16 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 1**

17 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
18 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
19 overly broad and that the phrase “subject to” is vague and ambiguous such that Defendant cannot  
20 properly admit or deny the RFA.

21 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
22 admits that certain of the Major League Rules apply to Defendant.

#### 23 **REQUEST FOR ADMISSION NO. 2**

24 Admit that You comply with the Major League Rules.  
25

26 <sup>1</sup> Defendant has repeated Plaintiffs’ First Set of Requests for Admission verbatim as they  
27 were served upon Defendant and has made no corrections with respect to spelling,  
28 grammar, typographical errors, or any other error in syntax.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 2**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is overly broad and that the phrase “comply with” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA.

Subject to and without waiving the foregoing objection, Defendant denies the RFA, except admits that it is the Club’s practice to comply with the Major League Rules applicable to the Club to the extent appropriate.

**REQUEST FOR ADMISSION NO. 3**

Admit that You comply with Major League Rule 3 when signing Your Minor Leaguers to employment contracts.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 3**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the phrases “employment contract” and “comply” are vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Major League Rule 3(a)(1) provides as follows, in part: “[A] Major or Minor League Club may contract with a player under the conditions and restrictions set forth in this Rule 3.”

**REQUEST FOR ADMISSION NO. 4**

Admit that when signing Your Minor Leaguers to employment contracts, You use the Minor League Uniform Player Contract (“UPC”) that is attached to the operative Major League Rules as MLR Attachment 3.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 4**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it

1 improperly characterizes a UPC as an “employment contract”; the phrase “employment contract”  
 2 is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA  
 3 assumes facts not in evidence.

4 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 5 admits that the UPC comprises part of the agreement between a minor league baseball player and  
 6 the applicable Club.

7  
 8 **REQUEST FOR ADMISSION NO. 5**

9 Admit that You employ(ed) Your Minor Leaguers.

10 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 5**

11 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 12 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
 13 overly broad and the RFA exceeds the scope of permissible discovery in a request for admission  
 14 by seeking a response on a disputed conclusion of law.

15 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 16 admits that the UPCs, to which Plaintiffs are parties, provide that Defendant “employs Player to  
 17 render, and Player agrees to render, skilled services as a Minor League Player...[during]  
 18 championship playing seasons, commencing with the beginning of the championship playing  
 19 season...or the portion of that regular championship playing season remaining after the execution  
 20 date of this Minor League Uniform Player Contract...whichever date is later.”

21 **REQUEST FOR ADMISSION NO. 6**

22 Admit that Your Minor Leaguers only receive the wages established in the Addendum C to  
 23 their UPC’s during Championship Season.

24 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 6**

25 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 26 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 27 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
 28

RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

#### **REQUEST FOR ADMISSION NO. 7**

Admit that You do not pay Your Minor Leaguers the wages established in the Addendum C to their UPC's during spring training.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 7**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the term "wages" is vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies, which are evidenced by the documents produced or that will be produced in this action.

#### **REQUEST FOR ADMISSION NO. 8**

Admit that You do not pay Your Minor Leaguers the wages established in the Addendum C to their UPC's during instructional leagues.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 8**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the term "wages" is vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

1 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 2 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
 3 which are evidenced by the documents produced or that will be produced in this action.  
 4

5 **REQUEST FOR ADMISSION NO. 9**

6 Admit that Your Minor Leaguers do not receive the wages established in the Addendum C  
 7 to their UPC's during the months between the end of the Championship Season and spring  
 8 training.  
 9

10 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 9**

11 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 12 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 13 term "wages" is vague and ambiguous such that Defendant cannot properly admit or deny the  
 14 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
 15 seeking a response on a disputed conclusion of law.

16 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 17 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
 18 which are evidenced by the documents produced or that will be produced in this action.  
 19

20 **REQUEST FOR ADMISSION NO. 10**

21 Admit that You never pay Your Minor Leaguers at an overtime rate, such as time-and-a-  
 22 half the regular rate.

23 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 10**

24 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 25 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 26 phrases "overtime rate" and "regular rate" are vague and ambiguous such that Defendant cannot  
 27 properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a  
 28 request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs did not receive additional compensation calculated at a “time-and-a-half” premium, because they were not entitled “overtime” pay.

#### **REQUEST FOR ADMISSION NO. 11**

Admit that You do not maintain records showing all hours worked by Your Minor Leaguers.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 11**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the RFA is overly broad; the phrase “hours worked” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

#### **REQUEST FOR ADMISSION NO. 12**

Admit that You do not provide Your Minor Leaguers with wage statements during the periods of spring training, instructional leagues, and other periods outside the Championship Season.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 12**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the RFA is overly broad; the phrase “wage statements” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

Dated: September 11, 2015

Respectfully submitted,



/s/ Elise M. Bloom

Elise M. Bloom (*pro hac vice*)  
Howard L. Ganz  
Neil H. Abramson (*pro hac vice*)  
Adam M. Lupion (*pro hac vice*)  
Rachel Santoro (*pro hac vice*)  
**PROSKAUER ROSE LLP**  
11 Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
**PROSKAUER ROSE LLP**  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193  
*Attorneys for Defendant*

TO: **KOREIN TILLERY, LLC**  
Stephen M. Tillery (*pro hac vice*)  
Aaron M. Zigler (*pro hac vice*)  
Garrett R. Broshuis (*pro hac vice*)  
505 North 7th Street, Suite 3600  
St. Louis, MO 63101  
Telephone: (314) 241-4844  
Facsimile: (314) 241-3525

**KOREIN TILLERY, LLC**  
George A. Zelcs  
205 North Michigan, Suite 1950  
Chicago, IL 60601  
Telephone: (312) 641-9750

**PEARSON, SIMON & WARSHAW LLP**

Bruce L. Simon (Bar No. 96241)  
Benjamin E. Shiftan (Bar No. 265767)  
44 Montgomery Street, Suite 2450  
San Francisco, CA 94104  
Telephone: (415) 433-9000  
Facsimile: (415) 433-9008

**PEARSON, SIMON & WARSHAW LLP**

Daniel L. Warshaw (Bar No. 185365)  
Bobby Pouya (Bar No. 245527)  
Michael H. Pearson (Bar No. 277857)  
15165 Ventura Boulevard, Suite 400  
Sherman Oaks, California 91403  
Telephone: (818) 788-8300  
Facsimile: (818) 788-8104

*Plaintiffs' Interim Co-Lead Class Counsel*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendant*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**CERTIFICATE OF SERVICE**

1 I hereby certify that September 11, 2015, I caused to be served the following:

2 Defendant The Cincinnati Reds LLC's Answers and Objections to Plaintiffs' First Set of  
3 Requests for Admission to Franchise Defendants

4 by e-mail on the following counsel for Plaintiffs:

5 **TO: KOREIN TILLERY, LLC**

6 Stephen M. Tillery (*pro hac vice*)  
7 Aaron M. Zigler (*pro hac vice*)  
8 Garrett R. Broshuis (*pro hac vice*)  
9 505 North 7th Street, Suite 3600  
10 St. Louis, MO 63101  
11 Telephone: (314) 241-4844  
12 Facsimile: (314) 241-3525  
13 stillery@koreintillery.com  
14 azigler@koreintillery.com  
15 gbroshuis@koreintillery.com

12 **KOREIN TILLERY, LLC**

13 George A. Zelcs  
14 205 North Michigan, Suite 1950  
15 Chicago, IL 60601  
16 Telephone: (312) 641-9750  
17 Facsimile: (312) 641-9751  
18 gzelcs@koreintillery.com

17 **PEARSON, SIMON & WARSHAW LLP**

18 Bruce L. Simon (Bar No. 96241)  
19 Benjamin E. Shiftan (Bar No. 265767)  
20 44 Montgomery Street, Suite 2450  
21 San Francisco, CA 94104  
22 Telephone: (415) 433-9000  
23 Facsimile: (415) 433-9008  
24 bsimon@pswlaw.com  
25 bshiftan@pswlaw.com

23 **PEARSON, SIMON & WARSHAW LLP**

24 Daniel L. Warshaw (Bar No. 185365)  
25 Bobby Pouya (Bar No. 245527)  
26 Michael H. Pearson (Bar No. 277857)  
27 15165 Ventura Boulevard, Suite 400  
28 Sherman Oaks, California 91403  
Telephone: (818) 788-8300  
Facsimile: (818) 788-8104  
dwarshaw@pswlaw.com

1 bpouya@pswlaw.com  
2 mpearson@pswlaw.com

3 *Plaintiffs' Interim Co-Lead Class Counsel*

4  
5  
6 Dated: September 11, 2015

Respectfully submitted,

7 /s/ Elise M. Bloom

8 Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

9 Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

10 Rachel Santoro (*pro hac vice*)

**PROSKAUER ROSE LLP**

11 11 Times Square

New York, NY 10036

12 Telephone: (212) 969-3000

13 Facsimile: (212) 969-2900

14 ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

**PROSKAUER ROSE LLP**

15 2049 Century Park East, 32nd Floor

16 Los Angeles, CA 90067-3206

17 Telephone: (310) 557-2900

18 Facsimile: (310) 557-2193

*Attorneys for Defendant*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendant*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**DEFENDANT KANSAS CITY ROYALS  
BASEBALL CORP.'S ANSWERS AND  
OBJECTIONS TO PLAINTIFFS' FIRST  
SET OF REQUESTS FOR ADMISSION  
TO FRANCHISE DEFENDANTS**

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure (the “Federal Rules”), as well as the Local Rules of Practice in Civil Proceedings before the United States District Court for the Northern District of California (the “Civil Local Rules”), Kansas City Royals Baseball Corp. (d/b/a “Kansas City Royals”) (hereinafter “Defendant,” “Club” or “Royals”) by and through its attorneys, Proskauer Rose LLP, hereby responds and objects to Plaintiffs’ First Set of Requests for Admission to Franchise Defendants, dated August 7, 2015 (the “RFAs”):

### **PRELIMINARY STATEMENT**

These responses are made solely for the purpose of this action. These responses are made subject to all objections as to competence, relevance, materiality, propriety and admissibility, and any and all other objections and grounds that would require the exclusion of any statement made herein if any such statement were made by, or if any admissions were requested of, a witness present and testifying in court, all of which objections are expressly reserved and may be interposed up to and including the time of trial.

Defendant has not fully completed the investigation of the facts related to this case and has not fully completed preparation for the trial in this matter. Accordingly, all of the responses set forth herein are based only on such information and documents as are presently available and specifically known to Defendant, and disclose only those contentions as are presently known to Defendant. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add meaning to the known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the contentions herein set forth.

The responses set forth below are provided without prejudice to Defendant’s right to produce evidence of any fact or facts that Defendant may subsequently discover or later recall. Subject to the provisions of the Federal Rules, Defendant reserves the right to correct any inadvertent errors or omissions, and to revise any of the responses set forth herein as additional facts are ascertained, analysis is made, legal research is completed, and contentions are made. The responses set forth herein are made in a good-faith effort to supply as much factual information

1 and as much specification of legal contentions as is presently known, but should in no way be to  
2 the prejudice of the Defendant in relation to further discovery, research or analysis, or the use of  
3 and/or reliance upon subsequently discovered documents.

4 Except for explicit facts admitted in the responses set forth below, no incidental or implicit  
5 admissions are intended. The fact that Defendant has either responded to or objected to a RFA or  
6 part thereof should not be taken as an admission that Defendant has accepted or admitted the  
7 existence of any fact or facts set forth or assumed by such RFA, or that such response or objection  
8 constitutes evidence. The fact that Defendant has responded to part or all of any request is not  
9 intended and shall not be construed to be a waiver by the Defendant of all or any part of any  
10 objection to any RFA.

11 In responding to the RFAs below, Defendant will not provide information protected from  
12 disclosure by the attorney-client privilege, the attorney work product doctrine, the joint  
13 defense/common interest privilege, and/or any other applicable privilege or immunity; information  
14 that is confidential or personal and the disclosure of which would constitute an unwarranted  
15 invasion of an affected person's constitutional, statutory and/or common law rights to privacy and  
16 confidentiality; and private, privileged, and confidential or proprietary commercial, financial, or  
17 business information.

18 The inadvertent or mistaken production of information subject to the protections of the  
19 attorney-client privilege, attorney work-product doctrine, or other privilege will not constitute a  
20 general, inadvertent, implicit, subject matter, separate, independent, or other waiver of such  
21 privilege or protection, and does not put in issue or constitute the affirmative use of the advice of  
22 counsel or of any privileged communications.

23 In providing these responses, Defendant does not waive or intend to waive, but, on the  
24 contrary, reserves or intends to reserve:

- 25 a. all questions as to competency, authenticity, relevancy, materiality, privilege, and  
26 admissibility of the information provided hereunder or the subject matter;  
27  
28



b. the right to object on any ground to the use of the information provided hereunder or the subject matter thereof at any trial or hearing in this matter or in any related or subsequent action or proceeding; and

c. the right to object on any ground at any time to a demand for further information.

This preliminary statement is incorporated into each of the responses set forth below.

### **OBJECTIONS TO THE DEFINITIONS**

Defendant sets forth the following objections to the “Definitions” section set forth in the RFAs. To the extent applicable, Defendant incorporates each of these objections into each of the responses set forth below.

1. To the extent the “Definitions” seek to impose obligations on Defendant that are in addition to, inconsistent with, or contrary to those imposed by the Federal Rules, the Civil Local Rules, or the Court’s individual rules and/or standing orders, Defendant will apply the definitions and provisions set forth in the Federal Rules, and will respond to the RFA in accordance with those Rules and will not provide information that exceeds the requirements of those Rules.

2. Defendant objects to the definitions of “Minor Leaguer” or “Minor League Baseball Player” in paragraph 2 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome.

3. Defendant objects to the definitions of “You” or “Your” in Paragraph 7 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to entities and individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the

1 following definition: “You” or “Your” shall mean Royals and/or the Club’s minor league  
2 affiliates (owned by the Club).

3 4. Defendant objects to the definition of “Plaintiffs” in Paragraph 6 of the  
4 “Definitions” (and in the RFAs applying that definition) because those RFAs seek information  
5 with respect to subject matter that is neither relevant to the claims or defenses of any party nor  
6 reasonably calculated to lead to the discovery of admissible evidence, impermissibly seek  
7 information outside of Defendant’s possession, custody or control, and because such definitions  
8 are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For  
9 purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the following definition:  
10 “Plaintiffs” shall mean Michael Liberto and Alex Llanos (for the time those individuals performed  
11 services under their Uniform Player Contracts with the Royals) only.

## 12 **ANSWERS AND OBJECTIONS<sup>1</sup>**

### 13 **REQUEST FOR ADMISSION NO. 1**

14 Admit that You are subject to the Major League Rules.

### 15 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 1**

16 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
17 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
18 overly broad and that the phrase “subject to” is vague and ambiguous such that Defendant cannot  
19 properly admit or deny the RFA.

20 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
21 admits that certain of the Major League Rules apply to Defendant.

22  
23  
24  
25  
26 <sup>1</sup> Defendant has repeated Plaintiffs’ First Set of Requests for Admission verbatim as  
27 they were served upon Defendant and has made no corrections with respect to spelling,  
28 grammar, typographical errors, or any other error in syntax.

1 **REQUEST FOR ADMISSION NO. 2**

2 Admit that You comply with the Major League Rules.

3 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 2**

4 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
5 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
6 overly broad and that the phrase “comply with” is vague and ambiguous such that Defendant  
7 cannot properly admit or deny the RFA.

8 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
9 admits that it is the Club’s practice to comply with the Major League Rules applicable to the Club  
10 to the extent appropriate.

11  
12 **REQUEST FOR ADMISSION NO. 3**

13 Admit that You comply with Major League Rule 3 when signing Your Minor Leaguers to  
14 employment contracts.

15 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 3**

16 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
17 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
18 phrases “employment contract” and “comply” are vague and ambiguous such that Defendant  
19 cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

20 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
21 admits that Major League Rule 3(a)(1) provides as follows, in part: “[A] Major or Minor League  
22 Club may contract with a player under the conditions and restrictions set forth in this Rule 3.”  
23

24 **REQUEST FOR ADMISSION NO. 4**

25 Admit that when signing Your Minor Leaguers to employment contracts, You use the  
26 Minor League Uniform Player Contract (“UPC”) that is attached to the operative Major League  
27 Rules as MLR Attachment 3.  
28

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 4**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it improperly characterizes a UPC as an “employment contract”; the phrase “employment contract” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that the UPC comprises part of the agreement between a minor league baseball player and the applicable Club.

**REQUEST FOR ADMISSION NO. 5**

Admit that You employ(ed) Your Minor Leaguers.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 5**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is overly broad and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that the UPCs, to which Plaintiffs are parties, provide that Defendant “employs Player to render, and Player agrees to render, skilled services as a Minor League Player...[during] championship playing seasons, commencing with the beginning of the championship playing season...or the portion of that regular championship playing season remaining after the execution date of this Minor League Uniform Player Contract...whichever date is later.”

**REQUEST FOR ADMISSION NO. 6**

Admit that Your Minor Leaguers only receive the wages established in the Addendum C to their UPC’s during Championship Season.

1 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 6**

2 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
3 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
4 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
5 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
6 seeking a response on a disputed conclusion of law.

7 Subject to and without waiving the foregoing objection, Defendant denies this RFA.  
8

9 **REQUEST FOR ADMISSION NO. 7**

10 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
11 C to their UPC’s during spring training.

12 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 7**

13 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
14 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
15 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
16 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
17 seeking a response on a disputed conclusion of law.

18 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
19 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
20 which are evidenced by the documents produced or that will be produced in this action.  
21

22 **REQUEST FOR ADMISSION NO. 8**

23 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
24 C to their UPC’s during instructional leagues.

25 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 8**

26 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
27 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
28

1 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
 2 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
 3 seeking a response on a disputed conclusion of law.

4 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 5 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
 6 which are evidenced by the documents produced or that will be produced in this action.

#### 7 8 **REQUEST FOR ADMISSION NO. 9**

9 Admit that Your Minor Leaguers do not receive the wages established in the Addendum C  
 10 to their UPC’s during the months between the end of the Championship Season and spring  
 11 training.

#### 12 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 9**

13 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 14 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 15 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
 16 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
 17 seeking a response on a disputed conclusion of law.

18 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 19 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
 20 which are evidenced by the documents produced or that will be produced in this action.

#### 21 22 **REQUEST FOR ADMISSION NO. 10**

23 Admit that You never pay Your Minor Leaguers at an overtime rate, such as time-and-a-  
 24 half the regular rate.

#### 25 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 10**

26 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 27 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 28

1 phrases “overtime rate” and “regular rate” are vague and ambiguous such that Defendant cannot  
2 properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a  
3 request for admission by seeking a response on a disputed conclusion of law.

4 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
5 admits that Plaintiffs did not receive additional compensation calculated at a “time-and-a-half”  
6 premium, because they are not entitled to “overtime” pay.

7  
8 **REQUEST FOR ADMISSION NO. 11**

9 Admit that You do not maintain records showing all hours worked by Your Minor  
10 Leaguers.

11 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 11**

12 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
13 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
14 RFA is overly broad; the phrase “hours worked” is vague and ambiguous such that Defendant  
15 cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery  
16 in a request for admission by seeking a response on a disputed conclusion of law.

17 Subject to and without waiving the foregoing objection, Defendant denies this RFA.

18  
19 **REQUEST FOR ADMISSION NO. 12**

20 Admit that You do not provide Your Minor Leaguers with wage statements during the  
21 periods of spring training, instructional leagues, and other periods outside the Championship  
22 Season.

23 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 12**

24 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
25 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
26 RFA is overly broad; the phrase “wage statements” is vague and ambiguous such that Defendant  
27  
28

1 cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery  
2 in a request for admission by seeking a response on a disputed conclusion of law.

3 Subject to and without waiving the foregoing objection, Defendant denies this RFA.

4  
5 Dated: September 11, 2015

Respectfully submitted,  
/s/ Elise M. Bloom

6 Elise M. Bloom (*pro hac vice*)  
7 Howard L. Ganz  
8 Neil H. Abramson (*pro hac vice*)  
9 Adam M. Lupion (*pro hac vice*)  
10 Rachel Santoro (*pro hac vice*)  
11 **PROSKAUER ROSE LLP**  
12 11 Times Square  
13 New York, NY 10036  
14 Telephone: (212) 969-3000  
15 Facsimile: (212) 969-2900

16 ENZO DER BOGHOSIAN (SBN 211351)  
17 ederboghossian@proskauer.com  
18 **PROSKAUER ROSE LLP**  
19 2049 Century Park East, 32nd Floor  
20 Los Angeles, CA 90067-3206  
21 Telephone: (310) 557-2900  
22 Facsimile: (310) 557-2193  
23 *Attorneys for Defendant*

24 TO: **KOREIN TILLERY, LLC**  
25 Stephen M. Tillery (*pro hac vice*)  
26 Aaron M. Zigler (*pro hac vice*)  
27 Garrett R. Broshuis (*pro hac vice*)  
28 505 North 7th Street, Suite 3600  
St. Louis, MO 63101  
Telephone: (314) 241-4844  
Facsimile: (314) 241-3525

**KOREIN TILLERY, LLC**  
George A. Zelcs  
205 North Michigan, Suite 1950  
Chicago, IL 60601  
Telephone: (312) 641-9750

**PEARSON, SIMON & WARSHAW LLP**  
Bruce L. Simon (Bar No. 96241)  
Benjamin E. Shiftan (Bar No. 265767)  
44 Montgomery Street, Suite 2450  
San Francisco, CA 94104  
Telephone: (415) 433-9000  
Facsimile: (415) 433-9008

**PEARSON, SIMON & WARSHAW LLP**



1 Daniel L. Warshaw (Bar No. 185365)  
2 Bobby Pouya (Bar No. 245527)  
3 Michael H. Pearson (Bar No. 277857)  
4 15165 Ventura Boulevard, Suite 400  
5 Sherman Oaks, California 91403  
6 Telephone: (818) 788-8300  
7 Facsimile: (818) 788-8104

8 *Plaintiffs' Interim Co-Lead Class Counsel*  
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**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
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hganz@proskauer.com  
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nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
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Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendant*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**CERTIFICATE OF SERVICE**

1 I hereby certify that September 11, 2015, I caused to be served the following:

2 Defendant Kansas City Royals Baseball Corp.'s Answers and Objections to Plaintiffs'  
3 First Set of Requests for Admission to Franchise Defendants

4 by e-mail on the following counsel for Plaintiffs:

5 **TO: KOREIN TILLERY, LLC**

6 Stephen M. Tillery (*pro hac vice*)  
7 Aaron M. Zigler (*pro hac vice*)  
8 Garrett R. Broshuis (*pro hac vice*)  
9 505 North 7th Street, Suite 3600  
10 St. Louis, MO 63101  
11 Telephone: (314) 241-4844  
12 Facsimile: (314) 241-3525  
13 stillery@koreintillery.com  
14 azigler@koreintillery.com  
15 gbroshuis@koreintillery.com

12 **KOREIN TILLERY, LLC**

13 George A. Zelcs  
14 205 North Michigan, Suite 1950  
15 Chicago, IL 60601  
16 Telephone: (312) 641-9750  
17 Facsimile: (312) 641-9751  
18 gzelcs@koreintillery.com

17 **PEARSON, SIMON & WARSHAW LLP**

18 Bruce L. Simon (Bar No. 96241)  
19 Benjamin E. Shiftan (Bar No. 265767)  
20 44 Montgomery Street, Suite 2450  
21 San Francisco, CA 94104  
22 Telephone: (415) 433-9000  
23 Facsimile: (415) 433-9008  
24 bsimon@pswlaw.com  
25 bshiftan@pswlaw.com

23 **PEARSON, SIMON & WARSHAW LLP**

24 Daniel L. Warshaw (Bar No. 185365)  
25 Bobby Pouya (Bar No. 245527)  
26 Michael H. Pearson (Bar No. 277857)  
27 15165 Ventura Boulevard, Suite 400  
28 Sherman Oaks, California 91403  
Telephone: (818) 788-8300  
Facsimile: (818) 788-8104  
dwarshaw@pswlaw.com

bpouya@pswlaw.com  
mpearson@pswlaw.com

*Plaintiffs' Interim Co-Lead Class Counsel*

Dated: September 11, 2015

Respectfully submitted,

/s/ Elise M. Bloom

Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

Rachel Santoro (*pro hac vice*)

**PROSKAUER ROSE LLP**

11 Times Square

New York, NY 10036

Telephone: (212) 969-3000

Facsimile: (212) 969-2900

ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

**PROSKAUER ROSE LLP**

2049 Century Park East, 32nd Floor

Los Angeles, CA 90067-3206

Telephone: (310) 557-2900

Facsimile: (310) 557-2193

*Attorneys for Defendant*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

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ederboghossian@proskauer.com  
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Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
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**CLASS ACTION**

**DEFENDANT SAN FRANCISCO  
BASEBALL ASSOCIATES LLC'S  
ANSWERS AND OBJECTIONS TO  
PLAINTIFFS' FIRST SET OF REQUESTS  
FOR ADMISSION TO FRANCHISE  
DEFENDANTS**

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure (the “Federal Rules”), as well as the Local Rules of Practice in Civil Proceedings before the United States District Court for the Northern District of California (the “Civil Local Rules”), San Francisco Baseball Associates LLC (d/b/a “San Francisco Giants”) (hereinafter “Defendant,” “Club” or “Giants”) by and through its attorneys, Proskauer Rose LLP, hereby responds and objects to Plaintiffs’ First Set of Requests for Admission, dated August 7, 2015 (the “RFAs”):

### **PRELIMINARY STATEMENT**

These responses are made solely for the purpose of this action. These responses are made subject to all objections as to competence, relevance, materiality, propriety and admissibility, and any and all other objections and grounds that would require the exclusion of any statement made herein if any such statement were made by, or if any admissions were requested of, a witness present and testifying in court, all of which objections are expressly reserved and may be interposed up to and including the time of trial.

Defendant has not fully completed the investigation of the facts related to this case and has not fully completed preparation for the trial in this matter. Accordingly, all of the responses set forth herein are based only on such information and documents as are presently available and specifically known to Defendant, and disclose only those contentions as are presently known to Defendant. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add meaning to the known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the contentions herein set forth.

The responses set forth below are provided without prejudice to Defendant’s right to produce evidence of any fact or facts that Defendant may subsequently discover or later recall. Subject to the provisions of the Federal Rules, Defendant reserves the right to correct any inadvertent errors or omissions, and to revise any of the responses set forth herein as additional facts are ascertained, analysis is made, legal research is completed, and contentions are made. The responses set forth herein are made in a good-faith effort to supply as much factual information

1 and as much specification of legal contentions as is presently known, but should in no way be to  
2 the prejudice of the Defendant in relation to further discovery, research or analysis, or the use of  
3 and/or reliance upon subsequently discovered documents.

4 Except for explicit facts admitted in the responses set forth below, no incidental or implicit  
5 admissions are intended. The fact that Defendant has either responded to or objected to a RFA or  
6 part thereof should not be taken as an admission that Defendant has accepted or admitted the  
7 existence of any fact or facts set forth or assumed by such RFA, or that such response or objection  
8 constitutes evidence. The fact that Defendant has responded to part or all of any request is not  
9 intended and shall not be construed to be a waiver by the Defendant of all or any part of any  
10 objection to any RFA.

11 In responding to the RFAs below, Defendant will not provide information protected from  
12 disclosure by the attorney-client privilege, the attorney work product doctrine, the joint  
13 defense/common interest privilege, and/or any other applicable privilege or immunity; information  
14 that is confidential or personal and the disclosure of which would constitute an unwarranted  
15 invasion of an affected person's constitutional, statutory and/or common law rights to privacy and  
16 confidentiality; and private, privileged, and confidential or proprietary commercial, financial, or  
17 business information.

18 The inadvertent or mistaken production of information subject to the protections of the  
19 attorney-client privilege, attorney work-product doctrine, or other privilege will not constitute a  
20 general, inadvertent, implicit, subject matter, separate, independent, or other waiver of such  
21 privilege or protection, and does not put in issue or constitute the affirmative use of the advice of  
22 counsel or of any privileged communications.

23 In providing these responses, Defendant does not waive or intend to waive, but, on the  
24 contrary, reserves or intends to reserve:

- 25 a. all questions as to competency, authenticity, relevancy, materiality, privilege, and  
26 admissibility of the information provided hereunder or the subject matter;  
27  
28

b. the right to object on any ground to the use of the information provided hereunder or the subject matter thereof at any trial or hearing in this matter or in any related or subsequent action or proceeding; and

c. the right to object on any ground at any time to a demand for further information.

This preliminary statement is incorporated into each of the responses set forth below.

### **OBJECTIONS TO THE DEFINITIONS**

Defendant sets forth the following objections to the “Definitions” section set forth in the RFAs. To the extent applicable, Defendant incorporates each of these objections into each of the responses set forth below.

1. To the extent the “Definitions” seek to impose obligations on Defendant that are in addition to, inconsistent with, or contrary to those imposed by the Federal Rules, the Civil Local Rules, or the Court’s individual rules and/or standing orders, Defendant will apply the definitions and provisions set forth in the Federal Rules, and will respond to the RFA in accordance with those Rules and will not provide information that exceeds the requirements of those Rules.

2. Defendant objects to the definitions of “Minor Leaguer” or “Minor League Baseball Player” in paragraph 2 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome.

3. Defendant objects to the definitions of “You” or “Your” in Paragraph 7 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to entities and individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the



1 following definition: “You” or “Your” shall mean the Giants and/or the Club’s minor league  
2 affiliates (owned by the Club).

3 4. Defendant objects to the definition of “Plaintiffs” in Paragraph 6 of the  
4 “Definitions” (and in the RFAs applying that definition) because those RFAs seek information  
5 with respect to subject matter that is neither relevant to the claims or defenses of any party nor  
6 reasonably calculated to lead to the discovery of admissible evidence, impermissibly seek  
7 information outside of Defendant’s possession, custody or control, and because such definitions  
8 are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For  
9 purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the following definition:  
10 “Plaintiffs” shall mean Kyle Nicholson, Oliver Odle, David Quinowski, Gaspar Santiago, Mark  
11 Wagner, Joel Weeks and Kyle Woodruff (for the time those individuals performed services under  
12 their Uniform Player Contracts with the Giants’ organization) only.

### 13 **ANSWERS AND OBJECTIONS<sup>1</sup>**

#### 14 **REQUEST FOR ADMISSION NO. 1**

15 Admit that You are subject to the Major League Rules.

#### 16 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 1**

17 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
18 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
19 overly broad and that the phrase “subject to” is vague and ambiguous such that Defendant cannot  
20 properly admit or deny the RFA.

21 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
22 admits that certain of the Major League Rules apply to Defendant.

#### 23 **REQUEST FOR ADMISSION NO. 2**

24 Admit that You comply with the Major League Rules.

25 \_\_\_\_\_  
26 <sup>1</sup> Defendant has repeated Plaintiffs’ First Set of Requests for Admission verbatim as they  
27 were served upon Defendant and has made no corrections with respect to spelling,  
28 grammar, typographical errors, or any other error in syntax.

1 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 2**

2 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
3 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
4 overly broad and that the phrase “comply with” is vague and ambiguous such that Defendant  
5 cannot properly admit or deny the RFA.

6 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
7 admits that it is the Club’s practice to comply with the Major League Rules to the extent  
8 appropriate.

9 **REQUEST FOR ADMISSION NO. 3**

10 Admit that You comply with Major League Rule 3 when signing Your Minor Leaguers to  
11 employment contracts.

12 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 3**

13 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
14 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
15 phrases “employment contract” and “comply” are vague and ambiguous such that Defendant  
16 cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

17 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
18 admits that Major League Rule 3(a)(1) provides as follows, in part: “[A] Major or Minor League  
19 Club may contract with a player under the conditions and restrictions set forth in this Rule 3.”  
20

21 **REQUEST FOR ADMISSION NO. 4**

22 Admit that when signing Your Minor Leaguers to employment contracts, You use the  
23 Minor League Uniform Player Contract (“UPC”) that is attached to the operative Major League  
24 Rules as MLR Attachment 3.

25 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 4**

26 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
27 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it  
28

1 improperly characterizes a UPC as an “employment contract”; the phrase “employment contract”  
 2 is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA  
 3 assumes facts not in evidence.

4 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 5 admits that the UPC comprises part of the agreement between a minor league baseball player and  
 6 the applicable Club.

#### 7 8 **REQUEST FOR ADMISSION NO. 5**

9 Admit that You employ(ed) Your Minor Leaguers.

#### 10 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 5**

11 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 12 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
 13 overly broad and the RFA exceeds the scope of permissible discovery in a request for admission  
 14 by seeking a response on a disputed conclusion of law.

15 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 16 admits that the UPCs, to which Plaintiffs are parties, provide that Defendant “employs Player to  
 17 render, and Player agrees to render skilled services as a Minor League Player...[during]  
 18 championship playing seasons, commencing with the beginning of the championship playing  
 19 season...or the portion of that regular championship playing season remaining after the execution  
 20 date of this Minor League Uniform Player Contract...whichever date is later.”

#### 21 22 **REQUEST FOR ADMISSION NO. 6**

23 Admit that Your Minor Leaguers only receive the wages established in the Addendum C to  
 24 their UPC’s during Championship Season.

#### 25 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 6**

26 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 27 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 28

1 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
2 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
3 seeking a response on a disputed conclusion of law.

4 Subject to and without waiving the foregoing objection, Defendant denies this RFA.

5  
6 **REQUEST FOR ADMISSION NO. 7**

7 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
8 C to their UPC’s during spring training.

9 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 7**

10 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
11 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
12 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
13 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
14 seeking a response on a disputed conclusion of law.

15 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
16 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
17 which are evidenced by the documents produced or that will be produced in this action.

18  
19 **REQUEST FOR ADMISSION NO. 8**

20 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
21 C to their UPC’s during instructional leagues.

22 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 8**

23 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
24 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
25 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
26 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
27 seeking a response on a disputed conclusion of law.

1 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 2 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
 3 which are evidenced by the documents produced or that will be produced in this action.

4  
 5 **REQUEST FOR ADMISSION NO. 9**

6 Admit that Your Minor Leaguers do not receive the wages established in the Addendum C  
 7 to their UPC's during the months between the end of the Championship Season and spring  
 8 training.

9 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 9**

10 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 11 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 12 term "wages" is vague and ambiguous such that Defendant cannot properly admit or deny the  
 13 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
 14 seeking a response on a disputed conclusion of law.

15 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 16 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
 17 which are evidenced by the documents produced or that will be produced in this action.

18  
 19 **REQUEST FOR ADMISSION NO. 10**

20 Admit that You never pay Your Minor Leaguers at an overtime rate, such as time-and-a-  
 21 half the regular rate.

22 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 10**

23 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 24 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 25 phrases "overtime rate" and "regular rate" are vague and ambiguous such that Defendant cannot  
 26 properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a  
 27 request for admission by seeking a response on a disputed conclusion of law.

1 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
2 admits that Plaintiffs did not receive additional compensation calculated at a “time-and-a-half”  
3 premium, because they were not entitled to “overtime” pay.

4  
5 **REQUEST FOR ADMISSION NO. 11**

6 Admit that You do not maintain records showing all hours worked by Your Minor  
7 Leaguers.

8 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 11**

9 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
10 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
11 RFA is overly broad; the phrase “hours worked” is vague and ambiguous such that Defendant  
12 cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery  
13 in a request for admission by seeking a response on a disputed conclusion of law.

14 Subject to and without waiving the foregoing objection, Defendant denies this RFA.

15  
16 **REQUEST FOR ADMISSION NO. 12**

17 Admit that You do not provide Your Minor Leaguers with wage statements during the  
18 periods of spring training, instructional leagues, and other periods outside the Championship  
19 Season.

20 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 12**

21 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
22 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
23 RFA is overly broad; the phrase “wage statements” is vague and ambiguous such that Defendant  
24 cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery  
25 in a request for admission by seeking a response on a disputed conclusion of law.

26 Subject to and without waiving the foregoing objection, Defendant denies this RFA.

27  
28 Dated: September 11, 2015

Respectfully submitted,

/s/ Elise M. Bloom

Elise M. Bloom (*pro hac vice*)  
Howard L. Ganz  
Neil H. Abramson (*pro hac vice*)  
Adam M. Lupion (*pro hac vice*)  
Rachel Santoro (*pro hac vice*)  
**PROSKAUER ROSE LLP**  
11 Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
**PROSKAUER ROSE LLP**  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193  
*Attorneys for Defendant*

TO: **KOREIN TILLERY, LLC**  
Stephen M. Tillery (*pro hac vice*)  
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Garrett R. Broshuis (*pro hac vice*)  
505 North 7th Street, Suite 3600  
St. Louis, MO 63101  
Telephone: (314) 241-4844  
Facsimile: (314) 241-3525

**KOREIN TILLERY, LLC**  
George A. Zelcs  
205 North Michigan, Suite 1950  
Chicago, IL 60601  
Telephone: (312) 641-9750

**PEARSON, SIMON & WARSHAW LLP**  
Bruce L. Simon (Bar No. 96241)  
Benjamin E. Shiftan (Bar No. 265767)  
44 Montgomery Street, Suite 2450  
San Francisco, CA 94104  
Telephone: (415) 433-9000  
Facsimile: (415) 433-9008

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Daniel L. Warshaw (Bar No. 185365)  
Bobby Pouya (Bar No. 245527)  
Michael H. Pearson (Bar No. 277857)  
15165 Ventura Boulevard, Suite 400  
Sherman Oaks, California 91403  
Telephone: (818) 788-8300  
Facsimile: (818) 788-8104

*Plaintiffs' Interim Co-Lead Class Counsel*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
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RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

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ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendant*

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4 by e-mail on the following counsel for Plaintiffs:

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9 505 North 7th Street, Suite 3600  
10 St. Louis, MO 63101  
11 Telephone: (314) 241-4844  
12 Facsimile: (314) 241-3525  
13 stillery@koreintillery.com  
14 azigler@koreintillery.com  
15 gbroshuis@koreintillery.com

12 **KOREIN TILLERY, LLC**

13 George A. Zelcs  
14 205 North Michigan, Suite 1950  
15 Chicago, IL 60601  
16 Telephone: (312) 641-9750  
17 Facsimile: (312) 641-9751  
18 gzelcs@koreintillery.com

17 **PEARSON, SIMON & WARSHAW LLP**

18 Bruce L. Simon (Bar No. 96241)  
19 Benjamin E. Shiftan (Bar No. 265767)  
20 44 Montgomery Street, Suite 2450  
21 San Francisco, CA 94104  
22 Telephone: (415) 433-9000  
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24 bsimon@pswlaw.com  
25 bshiftan@pswlaw.com

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26 Michael H. Pearson (Bar No. 277857)  
27 15165 Ventura Boulevard, Suite 400  
28 Sherman Oaks, California 91403  
Telephone: (818) 788-8300  
Facsimile: (818) 788-8104  
dwarshaw@pswlaw.com

1 bpouya@pswlaw.com  
2 mpearson@pswlaw.com

3 *Plaintiffs' Interim Co-Lead Class Counsel*

4  
5  
6 Dated: September 11, 2015

Respectfully submitted,

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**PROSKAUER ROSE LLP**

11 11 Times Square

New York, NY 10036

12 Telephone: (212) 969-3000

13 Facsimile: (212) 969-2900

14 ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

**PROSKAUER ROSE LLP**

15 2049 Century Park East, 32nd Floor

16 Los Angeles, CA 90067-3206

17 Telephone: (310) 557-2900

18 Facsimile: (310) 557-2193

*Attorneys for Defendant*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hgan@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
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Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendant*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**DEFENDANT THE OFFICE OF THE  
COMMISSIONER OF BASEBALL'S  
RESPONSES AND OBJECTIONS TO  
PLAINTIFFS' FIRST SET OF REQUESTS  
FOR ADMISSION**

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure (the “Federal Rules”), as well as the Local Rules of Practice in Civil Proceedings before the United States District Court for the Northern District of California (the “Civil Local Rules”), Defendant Office of the Commissioner of Baseball (d/b/a “Major League Baseball”) (“Defendant,” “MLB” or “The Office of the Commissioner of Baseball”), by and through its attorneys, Proskauer Rose LLP, hereby responds and objects to Plaintiffs’ First Set of Requests for Admission to the Office of the Commissioner of Baseball, dated August 7, 2015 (the “RFAs”):

### **PRELIMINARY STATEMENT**

These responses are made solely for the purpose of this action. These responses are made subject to all objections as to competence, relevance, materiality, propriety and admissibility, and any and all other objections and grounds that would require the exclusion of any statement made herein if any such statement were made by, or if any admission were requested of, a witness present and testifying in court, all of which objections are expressly reserved and may be interposed up to and including the time of trial.

Defendant has not fully completed the investigation of the facts related to this case and has not fully completed preparation for the trial in this matter. Accordingly, all of the responses set forth herein are based only on such information and documents as are presently available and specifically known to Defendant, and disclose only those contentions as are presently known to Defendant. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add meaning to the known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the contentions herein set forth.

The responses set forth below are provided without prejudice to Defendant’s right to produce evidence of any fact or facts that Defendant may subsequently discover or later recall. Subject to the provisions of the Federal Rules, Defendant reserves the right to correct any inadvertent errors or omissions, and to revise any of the responses set forth herein as additional facts are ascertained, analysis is made, legal research is completed, and contentions are made. The

1 responses set forth herein are made in a good-faith effort to supply as much factual information  
2 and as much specification of legal contentions as is presently known, but should in no way be to  
3 the prejudice of the Defendant in relation to further discovery, research or analysis, or the use of  
4 and/or reliance upon subsequently discovered documents.

5 Except for explicit facts admitted in the responses set forth below, no incidental or implicit  
6 admissions are intended. The fact that Defendant has either responded to or objected to a RFA or  
7 part thereof should not be taken as an admission that Defendant has accepted or admitted the  
8 existence of any fact or facts set forth or assumed by such RFA, or that such response or objection  
9 constitutes evidence. The fact that Defendant has responded to part or all of any request is not  
10 intended and shall not be construed to be a waiver by the Defendant of all or any part of any  
11 objection to any RFA.

12 In responding to the RFAs below, Defendant will not provide information protected from  
13 disclosure by the attorney-client privilege, the attorney work product doctrine, the joint  
14 defense/common interest privilege, and/or any other applicable privilege or immunity; information  
15 that is confidential or personal and the disclosure of which would constitute an unwarranted  
16 invasion of an affected person's constitutional, statutory and/or common law rights to privacy and  
17 confidentiality; and private, privileged, and confidential or proprietary commercial, financial, or  
18 business information.

19 The inadvertent or mistaken production of information subject to the protections of the  
20 attorney-client privilege, attorney work-product doctrine, or other privilege will not constitute a  
21 general, inadvertent, implicit, subject matter, separate, independent, or other waiver of such  
22 privilege or protection, and does not put in issue or constitute the affirmative use of the advice of  
23 counsel or of any privileged communications.

24 In providing these responses, Defendant does not waive or intend to waive, but, on the  
25 contrary, reserves or intends to reserve:

- 26 a. all questions as to competency, authenticity, relevancy, materiality, privilege, and  
27 admissibility of the information provided hereunder or the subject matter;  
28

b. the right to object on any ground to the use of the information provided hereunder or the subject matter thereof at any trial or hearing in this matter or in any related or subsequent action or proceeding; and

c. the right to object on any ground at any time to a demand for further information.

This preliminary statement is incorporated into each of the responses set forth below.

### **OBJECTIONS TO THE DEFINITIONS**

Defendant sets forth the following objections to the “Definitions” section set forth in the RFAs. To the extent applicable, Defendant incorporates each of these objections into each of the responses set forth below.

1. To the extent the “Definitions” seek to impose obligations on Defendant that are in addition to, inconsistent with, or contrary to those imposed by the Federal Rules, the Civil Local Rules, or the Court’s individual rules and/or standing orders, Defendant will apply the definitions and provisions set forth in the Federal Rules, and will respond to the RFA in accordance with those Rules and will not provide information that exceeds the requirements of those Rules.

2. Defendant objects to the definitions of “Minor Leaguer” or “Minor League Baseball Player” in paragraph 2 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome.

3. Defendant objects to the definitions of “You” or “Your” in Paragraph 7 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs information with respect to entities and individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For purposes of Defendant’s responses to the RFAs, Defendant applies the following definition:

1 “You” or “Your” shall mean Office of the Commissioner of Baseball (d/b/a “Major League  
2 Baseball”).

3 **ANSWERS AND OBJECTIONS<sup>1</sup>**

4 **REQUEST FOR ADMISSION NO. 1**

5 Admit that You issue the Major League Rules.

6 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 1**

7 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
8 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
9 overly broad and that the term “issue” is vague and ambiguous such that Defendant cannot  
10 properly admit or deny the RFA.

11 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
12 admits that MLB issues certain of the Major League Rules.

13  
14 **REQUEST FOR ADMISSION NO. 2**

15 Admit that You enforce the Major League Rules.

16 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 2**

17 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
18 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
19 overly broad and that the term “enforce” is vague and ambiguous such that Defendant cannot  
20 properly admit or deny the RFA.

21 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
22 admits that MLB, among others, has the authority to enforce the Major League Rules.

23  
24  
25 \_\_\_\_\_  
26 <sup>1</sup> Defendant has repeated Plaintiffs’ RFAs verbatim as they were served upon Defendant  
27 and has made no corrections with respect to spelling, grammar, typographical errors, or  
28 any other error in syntax.

1 **REQUEST FOR ADMISSION NO. 3**

2 Admit that all Minor League Uniform Player Contracts (“UPC”) must be either approved  
3 or disapproved by You.

4 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 3**

5 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
6 though fully set forth herein.

7 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
8 admits that UPCs provide as follows: “[a] Minor League Uniform Player Contract, including any  
9 addenda or attachments, shall not be valid, recognized, or enforced unless filed and approved by  
10 the Commissioner [as defined in UPC Paragraph II(H)].”

11  
12 **REQUEST FOR ADMISSION NO. 4**

13 Admit that when Minor Leaguers sign employment contracts, the UPC that is attached to  
14 the operative Major League Rules as MLR Attachment 3 is used.

15 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 4**

16 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
17 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it  
18 improperly characterizes a UPC as an “employment contract”; the term “employment contract” is  
19 vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA  
20 assumes facts not in evidence.

21 Subject to and without waiving the foregoing objection, Defendant admits this RFA.

22  
23 **REQUEST FOR ADMISSION NO. 5**

24 Admit that Minor Leaguers only receive the wages established in the Addendum C to their  
25 UPCs during the Championship Season.

26 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 5**

27 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
28



1 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 2 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
 3 RFA; the RFA exceeds the scope of permissible discovery in a request for admission by seeking a  
 4 response on a disputed conclusion of law; Defendant, after a reasonable inquiry, lacks knowledge  
 5 or information sufficient to enable it to admit or deny the RFA; and requiring a response to the  
 6 RFA would impose an undue burden and expense upon Defendant, especially because Plaintiffs  
 7 propound an identical RFA to each of the Club Defendants in Plaintiffs’ First Set of Requests for  
 8 Admission to the Franchise Defendants, dated August 7, 2015 (the “Club RFAs”).

9 Subject to and without waiving the foregoing objection, Defendant denies this RFA.

#### 11 **REQUEST FOR ADMISSION NO. 6**

12 Admit that Minor Leaguers do not receive the wages established in the Addendum C to  
 13 their UPC’s during spring training.

#### 14 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 6**

15 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 16 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 17 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
 18 RFA; the RFA exceeds the scope of permissible discovery in a request for admission by seeking a  
 19 response on a disputed conclusion of law; and requiring a response to the RFA would impose an  
 20 undue burden and expense upon Defendant, especially because Plaintiffs propound an identical  
 21 RFA to each of the Club Defendants in the Club RFAs.

22 Subject to and without waiving the foregoing objection, Defendant admits that Addendum  
 23 C to the UPC, provides for a “monthly salary rate during the...championship playing season.”  
 24 Defendant, after a reasonable inquiry, lacks knowledge or information sufficient to enable it to  
 25 admit or deny what Plaintiffs may “receive” or have “received” from their respective Clubs and/or  
 26 the Club’s minor league affiliates during spring training in addition to what is provided for in  
 27 Addendum C.

**REQUEST FOR ADMISSION NO. 7**

Admit that Minor Leaguers do not receive the wages established in the Addendum C to their UPC's during instructional leagues.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 7**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the term "wages" is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law; and requiring a response to the RFA would impose an undue burden and expense upon Defendant, especially because Plaintiffs propound an identical RFA to each of the Club Defendants in the Club RFAs.

Subject to and without waiving the foregoing objection, Defendant admits that Addendum C to the UPC, provides for a "monthly salary rate during the...championship playing season." Defendant, after a reasonable inquiry, lacks knowledge or information sufficient to enable it to admit or deny what Plaintiffs may "receive" or have "received" from their respective Clubs and/or the Club's minor league affiliates during instructional leagues in addition to what is provided for in Addendum C.

**REQUEST FOR ADMISSION NO. 8**

Admit that Minor Leaguers do not receive the wages established in the Addendum C to their UPC's during the months between the end of the Championship Season and spring training.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 8**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the term "wages" is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law; and requiring a response to the RFA would impose an

undue burden and expense upon Defendant, especially because Plaintiffs propound an identical RFA to each of the Club Defendants in the Club RFAs.

Subject to and without waiving the foregoing objection, Defendant admits that Addendum C to the UPC, provides for a “monthly salary rate during the...championship playing season.” Defendant, after a reasonable inquiry, lacks knowledge or information sufficient to enable it to admit or deny what Plaintiffs may “receive” or have “received” from their respective Clubs and/or the Club’s minor league affiliates “during the months between the end of Championship season and spring training” in addition to what is provided for in Addendum C.

#### **REQUEST FOR ADMISSION NO. 9**

Admit that Minor Leaguers are never paid at an overtime rate, such as time-and-a-half the regular rate.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 9**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the phrases “overtime rate” and “regular rate” are vague and ambiguous such that Defendant cannot properly admit or deny the RFA; the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law; and requiring a response to the RFA would impose an undue burden and expense upon Defendant, especially because Plaintiffs propound an identical RFA to each of the Club Defendants in the Club RFAs.

Subject to and without waiving the foregoing objection, Defendant, after a reasonable inquiry, lacks knowledge and information sufficient to enable it to admit or deny this RFA.

#### **REQUEST FOR ADMISSION NO. 10**

Admit that records are not kept showing all hours worked by Minor Leaguers.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 10**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the RFA is overly broad; the phrase “hours worked” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; Defendant, after a reasonable inquiry, lacks knowledge or information sufficient to enable it to admit or deny the RFA; the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law; and requiring a response to the RFA would impose an undue burden and expense upon Defendant, especially because Plaintiffs propound an identical RFA to each of the Club Defendants in the Club RFAs.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

**REQUEST FOR ADMISSION NO. 11**

Admit that Minor Leaguers are not provided with wage statements during the periods of spring training, instructional leagues, and other periods outside of the Championship Season.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 11**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the RFA is overly broad; the phrase “wage statements” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law; requiring a response to the RFA would impose an undue burden and expense upon Defendant; and Plaintiffs propound an identical RFA to each of the Club Defendants in the Club RFAs.

Subject to and without waiving the foregoing objection, Defendant, after a reasonable inquiry, lacks knowledge and information sufficient to enable it to admit or deny this RFA.

1 Dated: September 11, 2015

Respectfully submitted,

2 /s/ Elise M. Bloom

Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

Rachel Santoro (*pro hac vice*)

**PROSKAUER ROSE LLP**

11 Times Square

New York, NY 10036

Telephone: (212) 969-3000

Facsimile: (212) 969-2900

ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

**PROSKAUER ROSE LLP**

2049 Century Park East, 32nd Floor

Los Angeles, CA 90067-3206

Telephone: (310) 557-2900

Facsimile: (310) 557-2193

*Attorneys for Defendant*

12 TO: **KOREIN TILLERY, LLC**

Stephen M. Tillery (*pro hac vice*)

Aaron M. Zigler (*pro hac vice*)

Garrett R. Broshuis (*pro hac vice*)

505 North 7th Street, Suite 3600

St. Louis, MO 63101

Telephone: (314) 241-4844

Facsimile: (314) 241-3525

16 **KOREIN TILLERY, LLC**

George A. Zelcs

205 North Michigan, Suite 1950

Chicago, IL 60601

Telephone: (312) 641-9750

19 **PEARSON, SIMON & WARSHAW LLP**

Bruce L. Simon (Bar No. 96241)

Benjamin E. Shiftan (Bar No. 265767)

44 Montgomery Street, Suite 2450

San Francisco, CA 94104

Telephone: (415) 433-9000

Facsimile: (415) 433-9008

23 **PEARSON, SIMON & WARSHAW LLP**

Daniel L. Warshaw (Bar No. 185365)

Bobby Pouya (Bar No. 245527)

Michael H. Pearson (Bar No. 277857)

15165 Ventura Boulevard, Suite 400

Sherman Oaks, California 91403

Telephone: (818) 788-8300

Facsimile: (818) 788-8104

28 *Plaintiffs' Interim Co-Lead Class Counsel*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendant*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
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BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**CERTIFICATE OF SERVICE**

1 I hereby certify that September 11, 2015, I caused to be served the following:

2 Defendant The Office of the Commissioner of Baseball's Responses and Objections to  
3 Plaintiffs' First Set of Requests for Admission

4 by e-mail on the following counsel for Plaintiffs:

5 **TO: KOREIN TILLERY, LLC**

6 Stephen M. Tillery (*pro hac vice*)  
7 Aaron M. Zigler (*pro hac vice*)  
8 Garrett R. Broshuis (*pro hac vice*)  
9 505 North 7th Street, Suite 3600  
10 St. Louis, MO 63101  
11 Telephone: (314) 241-4844  
12 Facsimile: (314) 241-3525  
13 stillery@koreintillery.com  
14 azigler@koreintillery.com  
15 gbroshuis@koreintillery.com

12 **KOREIN TILLERY, LLC**

13 George A. Zelcs  
14 205 North Michigan, Suite 1950  
15 Chicago, IL 60601  
16 Telephone: (312) 641-9750  
17 Facsimile: (312) 641-9751  
18 gzelcs@koreintillery.com

17 **PEARSON, SIMON & WARSHAW LLP**

18 Bruce L. Simon (Bar No. 96241)  
19 Benjamin E. Shiftan (Bar No. 265767)  
20 44 Montgomery Street, Suite 2450  
21 San Francisco, CA 94104  
22 Telephone: (415) 433-9000  
23 Facsimile: (415) 433-9008  
24 bsimon@pswlaw.com  
25 bshiftan@pswlaw.com

23 **PEARSON, SIMON & WARSHAW LLP**

24 Daniel L. Warshaw (Bar No. 185365)  
25 Bobby Pouya (Bar No. 245527)  
26 Michael H. Pearson (Bar No. 277857)  
27 15165 Ventura Boulevard, Suite 400  
28 Sherman Oaks, California 91403  
Telephone: (818) 788-8300  
Facsimile: (818) 788-8104  
dwarshaw@pswlaw.com

1 bpouya@pswlaw.com  
2 mpearson@pswlaw.com

3 *Plaintiffs' Interim Co-Lead Class Counsel*

4  
5  
6 Dated: September 11, 2015

Respectfully submitted,

7 /s/ Elise M. Bloom

8 Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

9 Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

10 Rachel Santoro (*pro hac vice*)

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11 11 Times Square

New York, NY 10036

12 Telephone: (212) 969-3000

13 Facsimile: (212) 969-2900

14 ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

15 **PROSKAUER ROSE LLP**

16 2049 Century Park East, 32nd Floor

Los Angeles, CA 90067-3206

17 Telephone: (310) 557-2900

18 Facsimile: (310) 557-2193

*Attorneys for Defendant*



**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendant*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

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OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**DEFENDANT STERLING METS, L.P.'S  
ANSWERS AND OBJECTIONS TO  
PLAINTIFFS' FIRST SET OF REQUESTS  
FOR ADMISSION TO FRANCHISE  
DEFENDANTS**

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure (the “Federal Rules”), as well as the Local Rules of Practice in Civil Proceedings before the United States District Court for the Northern District of California (the “Civil Local Rules”), Sterling Mets, L.P. (d/b/a “New York Mets”) (hereinafter “Defendant,” “Club” or “Mets”) by and through its attorneys, Proskauer Rose LLP, hereby responds and objects to Plaintiffs’ First Set of Requests for Admission to Franchise Defendants, dated August 7, 2015 (the “RFAs”):

### **PRELIMINARY STATEMENT**

These responses are made solely for the purpose of this action. These responses are made subject to all objections as to competence, relevance, materiality, propriety and admissibility, and any and all other objections and grounds that would require the exclusion of any statement made herein if any such statement were made by, or if any admissions were requested of, a witness present and testifying in court, all of which objections are expressly reserved and may be interposed up to and including the time of trial.

Defendant has not fully completed the investigation of the facts related to this case and has not fully completed preparation for the trial in this matter. Accordingly, all of the responses set forth herein are based only on such information and documents as are presently available and specifically known to Defendant, and disclose only those contentions as are presently known to Defendant. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add meaning to the known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the contentions herein set forth.

The responses set forth below are provided without prejudice to Defendant’s right to produce evidence of any fact or facts that Defendant may subsequently discover or later recall. Subject to the provisions of the Federal Rules, Defendant reserves the right to correct any inadvertent errors or omissions, and to revise any of the responses set forth herein as additional facts are ascertained, analysis is made, legal research is completed, and contentions are made. The responses set forth herein are made in a good-faith effort to supply as much factual information

1 and as much specification of legal contentions as is presently known, but should in no way be to  
2 the prejudice of the Defendant in relation to further discovery, research or analysis, or the use of  
3 and/or reliance upon subsequently discovered documents.

4 Except for explicit facts admitted in the responses set forth below, no incidental or implicit  
5 admissions are intended. The fact that Defendant has either responded to or objected to a RFA or  
6 part thereof should not be taken as an admission that Defendant has accepted or admitted the  
7 existence of any fact or facts set forth or assumed by such RFA, or that such response or objection  
8 constitutes evidence. The fact that Defendant has responded to part or all of any request is not  
9 intended and shall not be construed to be a waiver by the Defendant of all or any part of any  
10 objection to any RFA.

11 In responding to the RFAs below, Defendant will not provide information protected from  
12 disclosure by the attorney-client privilege, the attorney work product doctrine, the joint  
13 defense/common interest privilege, and/or any other applicable privilege or immunity; information  
14 that is confidential or personal and the disclosure of which would constitute an unwarranted  
15 invasion of an affected person's constitutional, statutory and/or common law rights to privacy and  
16 confidentiality; and private, privileged, and confidential or proprietary commercial, financial, or  
17 business information.

18 The inadvertent or mistaken production of information subject to the protections of the  
19 attorney-client privilege, attorney work-product doctrine, or other privilege will not constitute a  
20 general, inadvertent, implicit, subject matter, separate, independent, or other waiver of such  
21 privilege or protection, and does not put in issue or constitute the affirmative use of the advice of  
22 counsel or of any privileged communications.

23 In providing these responses, Defendant does not waive or intend to waive, but, on the  
24 contrary, reserves or intends to reserve:

- 25 a. all questions as to competency, authenticity, relevancy, materiality, privilege, and  
26 admissibility of the information provided hereunder or the subject matter;

b. the right to object on any ground to the use of the information provided hereunder or the subject matter thereof at any trial or hearing in this matter or in any related or subsequent action or proceeding; and

c. the right to object on any ground at any time to a demand for further information.

This preliminary statement is incorporated into each of the responses set forth below.

### **OBJECTIONS TO THE DEFINITIONS**

Defendant sets forth the following objections to the “Definitions” section set forth in the RFAs. To the extent applicable, Defendant incorporates each of these objections into each of the responses set forth below.

1. To the extent the “Definitions” seek to impose obligations on Defendant that are in addition to, inconsistent with, or contrary to those imposed by the Federal Rules, the Civil Local Rules, or the Court’s individual rules and/or standing orders, Defendant will apply the definitions and provisions set forth in the Federal Rules, and will respond to the RFA in accordance with those Rules and will not provide information that exceeds the requirements of those Rules.

2. Defendant objects to the definitions of “Minor Leaguer” or “Minor League Baseball Player” in paragraph 2 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome.

3. Defendant objects to the definitions of “You” or “Your” in Paragraph 7 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to entities and individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the

1 following definition: “You” or “Your” shall mean Mets and/or the Club’s minor league affiliates  
2 (owned by the Club).

3 4. Defendant objects to the definition of “Plaintiffs” in Paragraph 6 of the  
4 “Definitions” (and in the RFAs applying that definition) because those RFAs seek information  
5 with respect to subject matter that is neither relevant to the claims or defenses of any party nor  
6 reasonably calculated to lead to the discovery of admissible evidence, impermissibly seek  
7 information outside of Defendant’s possession, custody or control, and because such definitions  
8 are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For  
9 purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the following definition:  
10 “Plaintiffs” shall mean Nick Giarraputo and Ryan Hutson (for the time those individuals  
11 performed services under their Uniform Player Contracts with the Mets) only.

## 12 **ANSWERS AND OBJECTIONS<sup>1</sup>**

### 13 **REQUEST FOR ADMISSION NO. 1**

14 Admit that You are subject to the Major League Rules.

### 15 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 1**

16 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
17 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
18 overly broad and that the phrase “subject to” is vague and ambiguous such that Defendant cannot  
19 properly admit or deny the RFA.

20 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
21 admits that certain of the Major League Rules apply to Defendant.

### 22 **REQUEST FOR ADMISSION NO. 2**

23 Admit that You comply with the Major League Rules.

24  
25  
26 <sup>1</sup> Defendant has repeated Plaintiffs’ First Set of Requests for Admission verbatim as  
27 they were served upon Defendant and has made no corrections with respect to spelling,  
28 grammar, typographical errors, or any other error in syntax.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 2**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is overly broad and that the phrase “comply with” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA.

Subject to and without waiving the foregoing objection, Defendant denies the RFA, except admits that the Club’s position is that it complies with the Major League Rules applicable to the Club to the extent appropriate.

**REQUEST FOR ADMISSION NO. 3**

Admit that You comply with Major League Rule 3 when signing Your Minor Leaguers to employment contracts.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 3**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the phrases “employment contract” and “comply” are vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Major League Rule 3(a)(1) provides as follows, in part: “[A] Major or Minor League Club may contract with a player under the conditions and restrictions set forth in this Rule 3.”

**REQUEST FOR ADMISSION NO. 4**

Admit that when signing Your Minor Leaguers to employment contracts, You use the Minor League Uniform Player Contract (“UPC”) that is attached to the operative Major League Rules as MLR Attachment 3.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 4**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it

1 improperly characterizes a UPC as an “employment contract”; the phrase “employment contract”  
 2 is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA  
 3 assumes facts not in evidence.

4 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 5 admits that the UPC comprises part of the agreement between a minor league baseball player and  
 6 the applicable Club.

7  
 8 **REQUEST FOR ADMISSION NO. 5**

9 Admit that You employ(ed) Your Minor Leaguers.

10 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 5**

11 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 12 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
 13 overly broad and the RFA exceeds the scope of permissible discovery in a request for admission  
 14 by seeking a response on a disputed conclusion of law.

15 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 16 admits that the UPCs, to which Plaintiffs are parties, provide that Defendant “employs Player to  
 17 render, and Player agrees to render, skilled services as a Minor League Player...[during]  
 18 championship playing seasons, commencing with the beginning of the championship playing  
 19 season...or the portion of that regular championship playing season remaining after the execution  
 20 date of this Minor League Uniform Player Contract...whichever date is later.”

21 **REQUEST FOR ADMISSION NO. 6**

22 Admit that Your Minor Leaguers only receive the wages established in the Addendum C to  
 23 their UPC’s during Championship Season.

24 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 6**

25 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 26 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 27 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
 28

1 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
2 seeking a response on a disputed conclusion of law.

3 Subject to and without waiving the foregoing objection, Defendant denies this RFA.  
4

5 **REQUEST FOR ADMISSION NO. 7**

6 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
7 C to their UPC's during spring training.

8 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 7**

9 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
10 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
11 term "wages" is vague and ambiguous such that Defendant cannot properly admit or deny the  
12 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
13 seeking a response on a disputed conclusion of law.

14 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
15 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
16 which are evidenced by the documents produced or that will be produced in this action.  
17

18 **REQUEST FOR ADMISSION NO. 8**

19 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
20 C to their UPC's during instructional leagues.

21 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 8**

22 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
23 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
24 term "wages" is vague and ambiguous such that Defendant cannot properly admit or deny the  
25 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
26 seeking a response on a disputed conclusion of law.  
27  
28



1 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 2 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
 3 which are evidenced by the documents produced or that will be produced in this action.

4  
 5 **REQUEST FOR ADMISSION NO. 9**

6 Admit that Your Minor Leaguers do not receive the wages established in the Addendum C  
 7 to their UPC's during the months between the end of the Championship Season and spring  
 8 training.

9 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 9**

10 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 11 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 12 term "wages" is vague and ambiguous such that Defendant cannot properly admit or deny the  
 13 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
 14 seeking a response on a disputed conclusion of law.

15 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 16 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
 17 which are evidenced by the documents produced or that will be produced in this action.

18  
 19 **REQUEST FOR ADMISSION NO. 10**

20 Admit that You never pay Your Minor Leaguers at an overtime rate, such as time-and-a-  
 21 half the regular rate.

22 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 10**

23 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 24 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 25 phrases "overtime rate" and "regular rate" are vague and ambiguous such that Defendant cannot  
 26 properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a  
 27 request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs did not receive additional compensation calculated at a “time-and-a-half” premium, because they were not entitled to “overtime” pay.

**REQUEST FOR ADMISSION NO. 11**

Admit that You do not maintain records showing all hours worked by Your Minor Leaguers.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 11**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the RFA is overly broad; the phrase “hours worked” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

**REQUEST FOR ADMISSION NO. 12**

Admit that You do not provide Your Minor Leaguers with wage statements during the periods of spring training, instructional leagues, and other periods outside the Championship Season.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 12**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the RFA is overly broad; the phrase “wage statements” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

Dated: September 11, 2015

Respectfully submitted,

/s/ Elise M. Bloom

Elise M. Bloom (*pro hac vice*)  
Howard L. Ganz  
Neil H. Abramson (*pro hac vice*)  
Adam M. Lupion (*pro hac vice*)  
Rachel Santoro (*pro hac vice*)  
**PROSKAUER ROSE LLP**  
11 Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
**PROSKAUER ROSE LLP**  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193  
*Attorneys for Defendant*

TO: **KOREIN TILLERY, LLC**  
Stephen M. Tillery (*pro hac vice*)  
Aaron M. Zigler (*pro hac vice*)  
Garrett R. Broshuis (*pro hac vice*)  
505 North 7th Street, Suite 3600  
St. Louis, MO 63101  
Telephone: (314) 241-4844  
Facsimile: (314) 241-3525

**KOREIN TILLERY, LLC**  
George A. Zelcs  
205 North Michigan, Suite 1950  
Chicago, IL 60601  
Telephone: (312) 641-9750

**PEARSON, SIMON & WARSHAW LLP**  
Bruce L. Simon (Bar No. 96241)  
Benjamin E. Shiftan (Bar No. 265767)  
44 Montgomery Street, Suite 2450  
San Francisco, CA 94104  
Telephone: (415) 433-9000  
Facsimile: (415) 433-9008

**PEARSON, SIMON & WARSHAW LLP**  
Daniel L. Warshaw (Bar No. 185365)  
Bobby Pouya (Bar No. 245527)  
Michael H. Pearson (Bar No. 277857)  
15165 Ventura Boulevard, Suite 400  
Sherman Oaks, California 91403  
Telephone: (818) 788-8300  
Facsimile: (818) 788-8104

*Plaintiffs' Interim Co-Lead Class Counsel*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hgan@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendant*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**CERTIFICATE OF SERVICE**

1 I hereby certify that September 11, 2015, I caused to be served the following:

2 Defendant Sterling Mets, L.P.'s Answers and Objections to Plaintiffs' First Set of Requests  
3 for Admission to Franchise Defendants

4 by e-mail on the following counsel for Plaintiffs:

5 **TO: KOREIN TILLERY, LLC**

6 Stephen M. Tillery (*pro hac vice*)  
7 Aaron M. Zigler (*pro hac vice*)  
8 Garrett R. Broshuis (*pro hac vice*)  
9 505 North 7th Street, Suite 3600  
10 St. Louis, MO 63101  
11 Telephone: (314) 241-4844  
12 Facsimile: (314) 241-3525  
13 stillery@koreintillery.com  
14 azigler@koreintillery.com  
15 gbroshuis@koreintillery.com

12 **KOREIN TILLERY, LLC**

13 George A. Zelcs  
14 205 North Michigan, Suite 1950  
15 Chicago, IL 60601  
16 Telephone: (312) 641-9750  
17 Facsimile: (312) 641-9751  
18 gzelcs@koreintillery.com

17 **PEARSON, SIMON & WARSHAW LLP**

18 Bruce L. Simon (Bar No. 96241)  
19 Benjamin E. Shiftan (Bar No. 265767)  
20 44 Montgomery Street, Suite 2450  
21 San Francisco, CA 94104  
22 Telephone: (415) 433-9000  
23 Facsimile: (415) 433-9008  
24 bsimon@pswlaw.com  
25 bshiftan@pswlaw.com

23 **PEARSON, SIMON & WARSHAW LLP**

24 Daniel L. Warshaw (Bar No. 185365)  
25 Bobby Pouya (Bar No. 245527)  
26 Michael H. Pearson (Bar No. 277857)  
27 15165 Ventura Boulevard, Suite 400  
28 Sherman Oaks, California 91403  
Telephone: (818) 788-8300  
Facsimile: (818) 788-8104  
dwarshaw@pswlaw.com

1 bpouya@pswlaw.com  
2 mpearson@pswlaw.com

3 *Plaintiffs' Interim Co-Lead Class Counsel*

4  
5  
6 Dated: September 11, 2015

Respectfully submitted,

7 /s/ Elise M. Bloom

8 Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

9 Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

10 Rachel Santoro (*pro hac vice*)

**PROSKAUER ROSE LLP**

11 11 Times Square

New York, NY 10036

12 Telephone: (212) 969-3000

13 Facsimile: (212) 969-2900

14 ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

15 **PROSKAUER ROSE LLP**

16 2049 Century Park East, 32nd Floor

Los Angeles, CA 90067-3206

17 Telephone: (310) 557-2900

18 Facsimile: (310) 557-2193

*Attorneys for Defendant*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendants*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**DEFENDANTS PADRES L.P. AND SAN  
DIEGO PADRES BASEBALL CLUB,  
L.P.'S ANSWERS AND OBJECTIONS TO  
PLAINTIFFS' FIRST REQUESTS FOR  
ADMISSION TO FRANCHISE  
DEFENDANTS**

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure (the “Federal Rules”), as well as the Local Rules of Practice in Civil Proceedings before the United States District Court for the Northern District of California (the “Civil Local Rules”), Padres L.P. and San Diego Padres Baseball Club, L.P. (d/b/a “San Diego Padres”) (hereinafter “Defendant,” “Club” or “Padres”) by and through its attorneys, Proskauer Rose LLP, hereby responds and objects to Plaintiffs’ First Requests for Admission to Franchise Defendants, dated August 7, 2015 (the “RFAs”):

### **PRELIMINARY STATEMENT**

These responses are made solely for the purpose of this action. These responses are made subject to all objections as to competence, relevance, materiality, propriety and admissibility, and any and all other objections and grounds that would require the exclusion of any statement made herein if any such statement were made by, or if any admissions were requested of, a witness present and testifying in court, all of which objections are expressly reserved and may be interposed up to and including the time of trial.

Defendant has not fully completed the investigation of the facts related to this case and has not fully completed preparation for the trial in this matter. Accordingly, all of the responses set forth herein are based only on such information and documents as are presently available and specifically known to Defendant, and disclose only those contentions as are presently known to Defendant. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add meaning to the known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the contentions herein set forth.

The responses set forth below are provided without prejudice to Defendant’s right to produce evidence of any fact or facts that Defendant may subsequently discover or later recall. Subject to the provisions of the Federal Rules, Defendant reserves the right to correct any inadvertent errors or omissions, and to revise any of the responses set forth herein as additional facts are ascertained, analysis is made, legal research is completed, and contentions are made. The



1 responses set forth herein are made in a good-faith effort to supply as much factual information  
 2 and as much specification of legal contentions as is presently known, but should in no way be to  
 3 the prejudice of the Defendant in relation to further discovery, research or analysis, or the use of  
 4 and/or reliance upon subsequently discovered documents.

5 Except for explicit facts admitted in the responses set forth below, no incidental or implicit  
 6 admissions are intended. The fact that Defendant has either responded to or objected to a RFA or  
 7 part thereof should not be taken as an admission that Defendant has accepted or admitted the  
 8 existence of any fact or facts set forth or assumed by such RFA, or that such response or objection  
 9 constitutes evidence. The fact that Defendant has responded to part or all of any request is not  
 10 intended and shall not be construed to be a waiver by the Defendant of all or any part of any  
 11 objection to any RFA.

12 In responding to the RFAs below, Defendant will not provide information protected from  
 13 disclosure by the attorney-client privilege, the attorney work product doctrine, the joint  
 14 defense/common interest privilege, and/or any other applicable privilege or immunity; information  
 15 that is confidential or personal and the disclosure of which would constitute an unwarranted  
 16 invasion of an affected person's constitutional, statutory and/or common law rights to privacy and  
 17 confidentiality; and private, privileged, and confidential or proprietary commercial, financial, or  
 18 business information.

19 The inadvertent or mistaken production of information subject to the protections of the  
 20 attorney-client privilege, attorney work-product doctrine, or other privilege will not constitute a  
 21 general, inadvertent, implicit, subject matter, separate, independent, or other waiver of such  
 22 privilege or protection, and does not put in issue or constitute the affirmative use of the advice of  
 23 counsel or of any privileged communications.

24 In providing these responses, Defendant does not waive or intend to waive, but, on the  
 25 contrary, reserves or intends to reserve:

- 26 a. all questions as to competency, authenticity, relevancy, materiality, privilege, and  
 27 admissibility of the information provided hereunder or the subject matter;

b. the right to object on any ground to the use of the information provided hereunder or the subject matter thereof at any trial or hearing in this matter or in any related or subsequent action or proceeding; and

c. the right to object on any ground at any time to a demand for further information.

This preliminary statement is incorporated into each of the responses set forth below.

### **OBJECTIONS TO THE DEFINITIONS**

Defendant sets forth the following objections to the “Definitions” section set forth in the RFAs. To the extent applicable, Defendant incorporates each of these objections into each of the responses set forth below.

1. To the extent the “Definitions” seek to impose obligations on Defendant that are in addition to, inconsistent with, or contrary to those imposed by the Federal Rules, the Civil Local Rules, or the Court’s individual rules and/or standing orders, Defendant will apply the definitions and provisions set forth in the Federal Rules, and will respond to the RFA in accordance with those Rules and will not provide information that exceeds the requirements of those Rules.

2. Defendant objects to the definitions of “Minor Leaguer” or “Minor League Baseball Player” in paragraph 2 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome.

3. Defendant objects to the definitions of “You” or “Your” in Paragraph 7 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to entities and individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the

1 following definition: “You” or “Your” shall mean Padres and/or the Club’s minor league  
2 affiliates (owned by the Club).

3 4. Defendant objects to the definition of “Plaintiffs” in Paragraph 6 of the  
4 “Definitions” (and in the RFAs applying that definition) because those RFAs seek information  
5 with respect to subject matter that is neither relevant to the claims or defenses of any party nor  
6 reasonably calculated to lead to the discovery of admissible evidence, impermissibly seek  
7 information outside of Defendant’s possession, custody or control, and because such definitions  
8 are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For  
9 purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the following definition:  
10 “Plaintiffs” shall mean Bridger Hunt and Dustin Pease (for the time those individuals performed  
11 services under their Uniform Player Contracts with the Padres) only.

### 12 **ANSWERS AND OBJECTIONS<sup>1</sup>**

#### 13 **REQUEST FOR ADMISSION NO. 1**

14 Admit that You are subject to the Major League Rules.

#### 15 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 1**

16 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
17 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
18 overly broad and that the phrase “subject to” is vague and ambiguous such that Defendant cannot  
19 properly admit or deny the RFA.

20 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
21 admits that certain of the Major League Rules apply to Defendant.

22  
23  
24  
25  
26 <sup>1</sup> Defendant has repeated Plaintiffs’ First Requests for Admission verbatim as they were  
27 served upon Defendant and has made no corrections with respect to spelling, grammar,  
28 typographical errors, or any other error in syntax.

1 **REQUEST FOR ADMISSION NO. 2**

2 Admit that You comply with the Major League Rules.

3 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 2**

4 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
5 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
6 overly broad and that the phrase “comply with” is vague and ambiguous such that Defendant  
7 cannot properly admit or deny the RFA.

8 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
9 admits that it is the Club’s practice to comply with the Major League Rules applicable to the Club  
10 to the extent appropriate.

11  
12 **REQUEST FOR ADMISSION NO. 3**

13 Admit that You comply with Major League Rule 3 when signing Your Minor Leaguers to  
14 employment contracts.

15 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 3**

16 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
17 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
18 phrases “employment contract” and “comply” are vague and ambiguous such that Defendant  
19 cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

20 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
21 admits that Major League Rule 3(a)(1) provides as follows, in part: “[A] Major or Minor League  
22 Club may contract with a player under the conditions and restrictions set forth in this Rule 3.”

23  
24 **REQUEST FOR ADMISSION NO. 4**

25 Admit that when signing Your Minor Leaguers to employment contracts, You use the  
26 Minor League Uniform Player Contract (“UPC”) that is attached to the operative Major League  
27 Rules as MLR Attachment 3.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 4**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it improperly characterizes a UPC as an “employment contract”; the phrase “employment contract” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that the UPC comprises part of the agreement between a minor league baseball player and the applicable Club.

**REQUEST FOR ADMISSION NO. 5**

Admit that You employ(ed) Your Minor Leaguers.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 5**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is overly broad and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that the UPCs, to which Plaintiffs are parties, provide that Defendant “employs Player to render, and Player agrees to render, skilled services as a Minor League Player...[during] championship playing seasons, commencing with the beginning of the championship playing season...or the portion of that regular championship playing season remaining after the execution date of this Minor League Uniform Player Contract...whichever date is later.”

**REQUEST FOR ADMISSION NO. 6**

Admit that Your Minor Leaguers only receive the wages established in the Addendum C to their UPC’s during Championship Season.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 6**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

**REQUEST FOR ADMISSION NO. 7**

Admit that You do not pay Your Minor Leaguers the wages established in the Addendum C to their UPC’s during spring training.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 7**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies, which are evidenced by the documents produced or that will be produced in this action.

**REQUEST FOR ADMISSION NO. 8**

Admit that You do not pay Your Minor Leaguers the wages established in the Addendum C to their UPC’s during instructional leagues.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 8**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the

term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies, which are evidenced by the documents produced or that will be produced in this action.

#### **REQUEST FOR ADMISSION NO. 9**

Admit that Your Minor Leaguers do not receive the wages established in the Addendum C to their UPC’s during the months between the end of the Championship Season and spring training.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 9**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies, which are evidenced by the documents produced or that will be produced in this action.

#### **REQUEST FOR ADMISSION NO. 10**

Admit that You never pay Your Minor Leaguers at an overtime rate, such as time-and-a-half the regular rate.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 10**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the

phrases “overtime rate” and “regular rate” are vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs did not receive additional compensation calculated at a “time-and-a-half” premium, because they were not entitled to “overtime” pay.

#### **REQUEST FOR ADMISSION NO. 11**

Admit that You do not maintain records showing all hours worked by Your Minor Leaguers.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 11**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the RFA is overly broad; the phrase “hours worked” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

#### **REQUEST FOR ADMISSION NO. 12**

Admit that You do not provide Your Minor Leaguers with wage statements during the periods of spring training, instructional leagues, and other periods outside the Championship Season.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 12**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the RFA is overly broad; the phrase “wage statements” is vague and ambiguous such that Defendant



cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

Dated: September 11, 2015

Respectfully submitted,

/s/ Elise M. Bloom

Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

Rachel Santoro (*pro hac vice*)

**PROSKAUER ROSE LLP**

11 Times Square

New York, NY 10036

Telephone: (212) 969-3000

Facsimile: (212) 969-2900

ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

**PROSKAUER ROSE LLP**

2049 Century Park East, 32nd Floor

Los Angeles, CA 90067-3206

Telephone: (310) 557-2900

Facsimile: (310) 557-2193

*Attorneys for Defendants*

TO: **KOREIN TILLERY, LLC**

Stephen M. Tillery (*pro hac vice*)

Aaron M. Zigler (*pro hac vice*)

Garrett R. Broshuis (*pro hac vice*)

505 North 7th Street, Suite 3600

St. Louis, MO 63101

Telephone: (314) 241-4844

Facsimile: (314) 241-3525

**KOREIN TILLERY, LLC**

George A. Zelcs

205 North Michigan, Suite 1950

Chicago, IL 60601

Telephone: (312) 641-9750

**PEARSON, SIMON & WARSHAW LLP**

Bruce L. Simon (Bar No. 96241)

Benjamin E. Shiftan (Bar No. 265767)

44 Montgomery Street, Suite 2450

San Francisco, CA 94104

Telephone: (415) 433-9000

Facsimile: (415) 433-9008

**PEARSON, SIMON & WARSHAW LLP**

Daniel L. Warshaw (Bar No. 185365)

Bobby Pouya (Bar No. 245527)

Michael H. Pearson (Bar No. 277857)

15165 Ventura Boulevard, Suite 400

Sherman Oaks, California 91403

Telephone: (818) 788-8300

Facsimile: (818) 788-8104

*Plaintiffs' Interim Co-Lead Class Counsel*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendants*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**CERTIFICATE OF SERVICE**

1 I hereby certify that September 11, 2015, I caused to be served the following:

2 Defendants Padres L.P. and San Diego Padres Baseball Club, L.P.'s Answers and  
3 Objections to Plaintiffs' First Set of Requests for Admission to Franchise Defendants

4 by e-mail on the following counsel for Plaintiffs:

5 **TO: KOREIN TILLERY, LLC**

6 Stephen M. Tillery (*pro hac vice*)  
7 Aaron M. Zigler (*pro hac vice*)  
8 Garrett R. Broshuis (*pro hac vice*)  
9 505 North 7th Street, Suite 3600  
10 St. Louis, MO 63101  
11 Telephone: (314) 241-4844  
12 Facsimile: (314) 241-3525  
13 stillery@koreintillery.com  
14 azigler@koreintillery.com  
15 gbroshuis@koreintillery.com

12 **KOREIN TILLERY, LLC**

13 George A. Zelcs  
14 205 North Michigan, Suite 1950  
15 Chicago, IL 60601  
16 Telephone: (312) 641-9750  
17 Facsimile: (312) 641-9751  
18 gzelcs@koreintillery.com

17 **PEARSON, SIMON & WARSHAW LLP**

18 Bruce L. Simon (Bar No. 96241)  
19 Benjamin E. Shiftan (Bar No. 265767)  
20 44 Montgomery Street, Suite 2450  
21 San Francisco, CA 94104  
22 Telephone: (415) 433-9000  
23 Facsimile: (415) 433-9008  
24 bsimon@pswlaw.com  
25 bshiftan@pswlaw.com

23 **PEARSON, SIMON & WARSHAW LLP**

24 Daniel L. Warshaw (Bar No. 185365)  
25 Bobby Pouya (Bar No. 245527)  
26 Michael H. Pearson (Bar No. 277857)  
27 15165 Ventura Boulevard, Suite 400  
28 Sherman Oaks, California 91403  
Telephone: (818) 788-8300  
Facsimile: (818) 788-8104  
dwarshaw@pswlaw.com

bpouya@pswlaw.com  
mpearson@pswlaw.com

*Plaintiffs' Interim Co-Lead Class Counsel*

Dated: September 11, 2015

Respectfully submitted,

/s/ Elise M. Bloom

Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

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**PROSKAUER ROSE LLP**

11 Times Square

New York, NY 10036

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ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

**PROSKAUER ROSE LLP**

2049 Century Park East, 32nd Floor

Los Angeles, CA 90067-3206

Telephone: (310) 557-2900

Facsimile: (310) 557-2193

*Attorneys for Defendants*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendant*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**DEFENDANT THE BASEBALL CLUB OF  
SEATTLE, LLLP'S ANSWERS AND  
OBJECTIONS TO PLAINTIFFS' FIRST  
SET OF REQUESTS FOR ADMISSION  
TO FRANCHISE DEFENDANTS**

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure (the “Federal Rules”), as well as the Local Rules of Practice in Civil Proceedings before the United States District Court for the Northern District of California (the “Civil Local Rules”), The Baseball Club of Seattle, LLLP (d/b/a “Seattle Mariners”) (hereinafter “Defendant,” “Club” or “Mariners”) by and through its attorneys, Proskauer Rose LLP, hereby responds and objects to Plaintiffs’ First Set of Requests for Admission to Franchise Defendants, dated August 7, 2015 (the “RFAs”):

### **PRELIMINARY STATEMENT**

These responses are made solely for the purpose of this action. These responses are made subject to all objections as to competence, relevance, materiality, propriety and admissibility, and any and all other objections and grounds that would require the exclusion of any statement made herein if any such statement were made by, or if any admissions were requested of, a witness present and testifying in court, all of which objections are expressly reserved and may be interposed up to and including the time of trial.

Defendant has not fully completed the investigation of the facts related to this case and has not fully completed preparation for the trial in this matter. Accordingly, all of the responses set forth herein are based only on such information and documents as are presently available and specifically known to Defendant, and disclose only those contentions as are presently known to Defendant. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add meaning to the known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the contentions herein set forth.

The responses set forth below are provided without prejudice to Defendant’s right to produce evidence of any fact or facts that Defendant may subsequently discover or later recall. Subject to the provisions of the Federal Rules, Defendant reserves the right to correct any inadvertent errors or omissions, and to revise any of the responses set forth herein as additional facts are ascertained, analysis is made, legal research is completed, and contentions are made. The responses set forth herein are made in a good-faith effort to supply as much factual information

1 and as much specification of legal contentions as is presently known, but should in no way be to  
 2 the prejudice of the Defendant in relation to further discovery, research or analysis, or the use of  
 3 and/or reliance upon subsequently discovered documents.

4 Except for explicit facts admitted in the responses set forth below, no incidental or implicit  
 5 admissions are intended. The fact that Defendant has either responded to or objected to a RFA or  
 6 part thereof should not be taken as an admission that Defendant has accepted or admitted the  
 7 existence of any fact or facts set forth or assumed by such RFA, or that such response or objection  
 8 constitutes evidence. The fact that Defendant has responded to part or all of any request is not  
 9 intended and shall not be construed to be a waiver by the Defendant of all or any part of any  
 10 objection to any RFA.

11 In responding to the RFAs below, Defendant will not provide information protected from  
 12 disclosure by the attorney-client privilege, the attorney work product doctrine, the joint  
 13 defense/common interest privilege, and/or any other applicable privilege or immunity; information  
 14 that is confidential or personal and the disclosure of which would constitute an unwarranted  
 15 invasion of an affected person's constitutional, statutory and/or common law rights to privacy and  
 16 confidentiality; and private, privileged, and confidential or proprietary commercial, financial, or  
 17 business information.

18 The inadvertent or mistaken production of information subject to the protections of the  
 19 attorney-client privilege, attorney work-product doctrine, or other privilege will not constitute a  
 20 general, inadvertent, implicit, subject matter, separate, independent, or other waiver of such  
 21 privilege or protection, and does not put in issue or constitute the affirmative use of the advice of  
 22 counsel or of any privileged communications.

23 In providing these responses, Defendant does not waive or intend to waive, but, on the  
 24 contrary, reserves or intends to reserve:

- 25 a. all questions as to competency, authenticity, relevancy, materiality, privilege, and
- 26 admissibility of the information provided hereunder or the subject matter;



b. the right to object on any ground to the use of the information provided hereunder or the subject matter thereof at any trial or hearing in this matter or in any related or subsequent action or proceeding; and

c. the right to object on any ground at any time to a demand for further information.

This preliminary statement is incorporated into each of the responses set forth below.

### **OBJECTIONS TO THE DEFINITIONS**

Defendant sets forth the following objections to the “Definitions” section set forth in the RFAs. To the extent applicable, Defendant incorporates each of these objections into each of the responses set forth below.

1. To the extent the “Definitions” seek to impose obligations on Defendant that are in addition to, inconsistent with, or contrary to those imposed by the Federal Rules, the Civil Local Rules, or the Court’s individual rules and/or standing orders, Defendant will apply the definitions and provisions set forth in the Federal Rules, and will respond to the RFA in accordance with those Rules and will not provide information that exceeds the requirements of those Rules.

2. Defendant objects to the definitions of “Minor Leaguer” or “Minor League Baseball Player” in paragraph 2 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome.

3. Defendant objects to the definitions of “You” or “Your” in Paragraph 7 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to entities and individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the

1 following definition: “You” or “Your” shall mean Mariners and/or the Club’s minor league  
2 affiliates (owned by the Club).

3 4. Defendant objects to the definition of “Plaintiffs” in Paragraph 6 of the  
4 “Definitions” (and in the RFAs applying that definition) because those RFAs seek information  
5 with respect to subject matter that is neither relevant to the claims or defenses of any party nor  
6 reasonably calculated to lead to the discovery of admissible evidence, impermissibly seek  
7 information outside of Defendant’s possession, custody or control, and because such definitions  
8 are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For  
9 purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the following definition:  
10 “Plaintiffs” shall mean Ryan Kiel, Matt Lawson and Joseph Newby (for the time those individuals  
11 performed services under their Uniform Player Contracts with the Mariners) only.

### 12 **ANSWERS AND OBJECTIONS<sup>1</sup>**

#### 13 **REQUEST FOR ADMISSION NO. 1**

14 Admit that You are subject to the Major League Rules.

#### 15 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 1**

16 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
17 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
18 overly broad and that the phrase “subject to” is vague and ambiguous such that Defendant cannot  
19 properly admit or deny the RFA.

20 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
21 admits that certain of the Major League Rules apply to Defendant.

#### 22 **REQUEST FOR ADMISSION NO. 2**

23 Admit that You comply with the Major League Rules.

24  
25  
26 <sup>1</sup> Defendant has repeated Plaintiffs’ First Set of Requests for Admission verbatim as  
27 they were served upon Defendant and has made no corrections with respect to spelling,  
28 grammar, typographical errors, or any other error in syntax.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 2**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is overly broad and that the phrase “comply with” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA.

Subject to and without waiving the foregoing objection, Defendant denies the RFA, except admits that it is the Club’s practice to comply with the Major League Rules applicable to the Club to the extent appropriate.

**REQUEST FOR ADMISSION NO. 3**

Admit that You comply with Major League Rule 3 when signing Your Minor Leaguers to employment contracts.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 3**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the phrases “employment contract” and “comply” are vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Major League Rule 3(a)(1) provides as follows, in part: “[A] Major or Minor League Club may contract with a player under the conditions and restrictions set forth in this Rule 3.”

**REQUEST FOR ADMISSION NO. 4**

Admit that when signing Your Minor Leaguers to employment contracts, You use the Minor League Uniform Player Contract (“UPC”) that is attached to the operative Major League Rules as MLR Attachment 3.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 4**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it

1 improperly characterizes a UPC as an “employment contract”; the phrase “employment contract”  
 2 is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA  
 3 assumes facts not in evidence.

4 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 5 admits that the UPC comprises part of the agreement between minor league baseball player and  
 6 the applicable Club.

7  
 8 **REQUEST FOR ADMISSION NO. 5**

9 Admit that You employ(ed) Your Minor Leaguers.

10 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 5**

11 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 12 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
 13 overly broad and the RFA exceeds the scope of permissible discovery in a request for admission  
 14 by seeking a response on a disputed conclusion of law.

15 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 16 admits that the UPCs, to which Plaintiffs are parties, provide that Defendant “employs Player to  
 17 render, and Player agrees to render, skilled services as a Minor League Player...[during]  
 18 championship playing seasons, commencing with the beginning of the championship playing  
 19 season...or the portion of that regular championship playing season remaining after the execution  
 20 date of this Minor League Uniform Player Contract...whichever date is later.”

21 **REQUEST FOR ADMISSION NO. 6**

22 Admit that Your Minor Leaguers only receive the wages established in the Addendum C to  
 23 their UPC’s during Championship Season.

24 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 6**

25 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 26 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 27 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
 28

1 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
2 seeking a response on a disputed conclusion of law.

3 Subject to and without waiving the foregoing objection, Defendant denies this RFA.  
4

5 **REQUEST FOR ADMISSION NO. 7**

6 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
7 C to their UPC's during spring training.  
8

9 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 7**

10 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
11 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
12 term "wages" is vague and ambiguous such that Defendant cannot properly admit or deny the  
13 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
14 seeking a response on a disputed conclusion of law.

15 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
16 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
17 which are evidenced by the documents produced or that will be produced in this action.  
18

19 **REQUEST FOR ADMISSION NO. 8**

20 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
21 C to their UPC's during instructional leagues.

22 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 8**

23 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
24 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
25 term "wages" is vague and ambiguous such that Defendant cannot properly admit or deny the  
26 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
27 seeking a response on a disputed conclusion of law.  
28

1 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 2 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
 3 which are evidenced by the documents produced or that will be produced in this action.

4  
 5 **REQUEST FOR ADMISSION NO. 9**

6 Admit that Your Minor Leaguers do not receive the wages established in the Addendum C  
 7 to their UPC's during the months between the end of the Championship Season and spring  
 8 training.

9 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 9**

10 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 11 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 12 term "wages" is vague and ambiguous such that Defendant cannot properly admit or deny the  
 13 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
 14 seeking a response on a disputed conclusion of law.

15 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 16 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
 17 which are evidenced by the documents produced or that will be produced in this action.

18  
 19 **REQUEST FOR ADMISSION NO. 10**

20 Admit that You never pay Your Minor Leaguers at an overtime rate, such as time-and-a-  
 21 half the regular rate.

22 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 10**

23 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 24 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 25 phrases "overtime rate" and "regular rate" are vague and ambiguous such that Defendant cannot  
 26 properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a  
 27 request for admission by seeking a response on a disputed conclusion of law.

1 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 2 admits that Plaintiffs did not receive additional compensation calculated at a “time-and-a-half”  
 3 premium, because they were not entitled to “overtime” pay.

4  
 5 **REQUEST FOR ADMISSION NO. 11**

6 Admit that You do not maintain records showing all hours worked by Your Minor  
 7 Leaguers.

8 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 11**

9 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 10 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 11 RFA is overly broad; the phrase “hours worked” is vague and ambiguous such that Defendant  
 12 cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery  
 13 in a request for admission by seeking a response on a disputed conclusion of law.

14 Subject to and without waiving the foregoing objection, Defendant denies this RFA.

15  
 16 **REQUEST FOR ADMISSION NO. 12**

17 Admit that You do not provide Your Minor Leaguers with wage statements during the  
 18 periods of spring training, instructional leagues, and other periods outside the Championship  
 19 Season.

20 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 12**

21 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 22 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 23 RFA is overly broad; the phrase “wage statements” is vague and ambiguous such that Defendant  
 24 cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery  
 25 in a request for admission by seeking a response on a disputed conclusion of law.

26 Subject to and without waiving the foregoing objection, Defendant denies this RFA.

27 Dated: September 11, 2015

Respectfully submitted,

/s/ Elise M. Bloom

Elise M. Bloom (*pro hac vice*)  
Howard L. Ganz  
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Adam M. Lupion (*pro hac vice*)  
Rachel Santoro (*pro hac vice*)  
**PROSKAUER ROSE LLP**  
11 Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
**PROSKAUER ROSE LLP**  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193  
*Attorneys for Defendant*

TO: **KOREIN TILLERY, LLC**  
Stephen M. Tillery (*pro hac vice*)  
Aaron M. Zigler (*pro hac vice*)  
Garrett R. Broshuis (*pro hac vice*)  
505 North 7th Street, Suite 3600  
St. Louis, MO 63101  
Telephone: (314) 241-4844  
Facsimile: (314) 241-3525

**KOREIN TILLERY, LLC**  
George A. Zelcs  
205 North Michigan, Suite 1950  
Chicago, IL 60601  
Telephone: (312) 641-9750

**PEARSON, SIMON & WARSHAW LLP**  
Bruce L. Simon (Bar No. 96241)  
Benjamin E. Shiftan (Bar No. 265767)  
44 Montgomery Street, Suite 2450  
San Francisco, CA 94104  
Telephone: (415) 433-9000  
Facsimile: (415) 433-9008

**PEARSON, SIMON & WARSHAW LLP**  
Daniel L. Warshaw (Bar No. 185365)  
Bobby Pouya (Bar No. 245527)  
Michael H. Pearson (Bar No. 277857)  
15165 Ventura Boulevard, Suite 400  
Sherman Oaks, California 91403  
Telephone: (818) 788-8300  
Facsimile: (818) 788-8104



*Plaintiffs' Interim Co-Lead Class Counsel*

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**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendant*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**CERTIFICATE OF SERVICE**

1 I hereby certify that September 11, 2015, I caused to be served the following:

2 Defendant The Baseball Club of Seattle, LLLP's Answers and Objections to Plaintiffs'  
3 First Set of Requests for Admission to Franchise Defendants

4 by e-mail on the following counsel for Plaintiffs:

5 **TO: KOREIN TILLERY, LLC**

6 Stephen M. Tillery (*pro hac vice*)  
7 Aaron M. Zigler (*pro hac vice*)  
8 Garrett R. Broshuis (*pro hac vice*)  
9 505 North 7th Street, Suite 3600  
10 St. Louis, MO 63101  
11 Telephone: (314) 241-4844  
12 Facsimile: (314) 241-3525  
13 stillery@koreintillery.com  
14 azigler@koreintillery.com  
15 gbroshuis@koreintillery.com

12 **KOREIN TILLERY, LLC**

13 George A. Zelcs  
14 205 North Michigan, Suite 1950  
15 Chicago, IL 60601  
16 Telephone: (312) 641-9750  
17 Facsimile: (312) 641-9751  
18 gzelcs@koreintillery.com

17 **PEARSON, SIMON & WARSHAW LLP**

18 Bruce L. Simon (Bar No. 96241)  
19 Benjamin E. Shiftan (Bar No. 265767)  
20 44 Montgomery Street, Suite 2450  
21 San Francisco, CA 94104  
22 Telephone: (415) 433-9000  
23 Facsimile: (415) 433-9008  
24 bsimon@pswlaw.com  
25 bshiftan@pswlaw.com

23 **PEARSON, SIMON & WARSHAW LLP**

24 Daniel L. Warshaw (Bar No. 185365)  
25 Bobby Pouya (Bar No. 245527)  
26 Michael H. Pearson (Bar No. 277857)  
27 15165 Ventura Boulevard, Suite 400  
28 Sherman Oaks, California 91403  
Telephone: (818) 788-8300  
Facsimile: (818) 788-8104  
dwarshaw@pswlaw.com

1 bpouya@pswlaw.com  
2 mpearson@pswlaw.com

3 *Plaintiffs' Interim Co-Lead Class Counsel*

4  
5  
6 Dated: September 11, 2015

Respectfully submitted,

7 /s/ Elise M. Bloom

8 Elise M. Bloom (*pro hac vice*)

9 Howard L. Ganz

10 Neil H. Abramson (*pro hac vice*)

11 Adam M. Lupion (*pro hac vice*)

12 Rachel Santoro (*pro hac vice*)

13 **PROSKAUER ROSE LLP**

14 11 Times Square

15 New York, NY 10036

16 Telephone: (212) 969-3000

17 Facsimile: (212) 969-2900

18 ENZO DER BOGHOSIAN (SBN 211351)

19 ederboghossian@proskauer.com

20 **PROSKAUER ROSE LLP**

21 2049 Century Park East, 32nd Floor

22 Los Angeles, CA 90067-3206

23 Telephone: (310) 557-2900

24 Facsimile: (310) 557-2193

25 *Attorneys for Defendant*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
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(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**DEFENDANT MINNESOTA TWINS,  
LLC'S ANSWERS AND OBJECTIONS TO  
PLAINTIFFS' FIRST REQUESTS FOR  
ADMISSION TO FRANCHISE  
DEFENDANTS**

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure (the “Federal Rules”), as well as the Local Rules of Practice in Civil Proceedings before the United States District Court for the Northern District of California (the “Civil Local Rules”), Minnesota Twins, LLC (d/b/a “Minnesota Twins”) (hereinafter “Defendant,” “Club” or “Twins”) by and through its attorneys, Proskauer Rose LLP, hereby responds and objects to Plaintiffs’ First Requests for Admission to Franchise Defendants, dated August 7, 2015 (the “RFAs”):

### **PRELIMINARY STATEMENT**

These responses are made solely for the purpose of this action. These responses are made subject to all objections as to competence, relevance, materiality, propriety and admissibility, and any and all other objections and grounds that would require the exclusion of any statement made herein if any such statement were made by, or if any admissions were requested of, a witness present and testifying in court, all of which objections are expressly reserved and may be interposed up to and including the time of trial.

Defendant has not fully completed the investigation of the facts related to this case and has not fully completed preparation for the trial in this matter. Accordingly, all of the responses set forth herein are based only on such information and documents as are presently available and specifically known to Defendant, and disclose only those contentions as are presently known to Defendant. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add meaning to the known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the contentions herein set forth.

The responses set forth below are provided without prejudice to Defendant’s right to produce evidence of any fact or facts that Defendant may subsequently discover or later recall. Subject to the provisions of the Federal Rules, Defendant reserves the right to correct any inadvertent errors or omissions, and to revise any of the responses set forth herein as additional facts are ascertained, analysis is made, legal research is completed, and contentions are made. The responses set forth herein are made in a good-faith effort to supply as much factual information

1 and as much specification of legal contentions as is presently known, but should in no way be to  
2 the prejudice of the Defendant in relation to further discovery, research or analysis, or the use of  
3 and/or reliance upon subsequently discovered documents.

4 Except for explicit facts admitted in the responses set forth below, no incidental or implicit  
5 admissions are intended. The fact that Defendant has either responded to or objected to a RFA or  
6 part thereof should not be taken as an admission that Defendant has accepted or admitted the  
7 existence of any fact or facts set forth or assumed by such RFA, or that such response or objection  
8 constitutes evidence. The fact that Defendant has responded to part or all of any request is not  
9 intended and shall not be construed to be a waiver by the Defendant of all or any part of any  
10 objection to any RFA.

11 In responding to the RFAs below, Defendant will not provide information protected from  
12 disclosure by the attorney-client privilege, the attorney work product doctrine, the joint  
13 defense/common interest privilege, and/or any other applicable privilege or immunity; information  
14 that is confidential or personal and the disclosure of which would constitute an unwarranted  
15 invasion of an affected person's constitutional, statutory and/or common law rights to privacy and  
16 confidentiality; and private, privileged, and confidential or proprietary commercial, financial, or  
17 business information.

18 The inadvertent or mistaken production of information subject to the protections of the  
19 attorney-client privilege, attorney work-product doctrine, or other privilege will not constitute a  
20 general, inadvertent, implicit, subject matter, separate, independent, or other waiver of such  
21 privilege or protection, and does not put in issue or constitute the affirmative use of the advice of  
22 counsel or of any privileged communications.

23 In providing these responses, Defendant does not waive or intend to waive, but, on the  
24 contrary, reserves or intends to reserve:

- 25 a. all questions as to competency, authenticity, relevancy, materiality, privilege, and  
26 admissibility of the information provided hereunder or the subject matter;  
27  
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b. the right to object on any ground to the use of the information provided hereunder or the subject matter thereof at any trial or hearing in this matter or in any related or subsequent action or proceeding; and

c. the right to object on any ground at any time to a demand for further information.

This preliminary statement is incorporated into each of the responses set forth below.

### **OBJECTIONS TO THE DEFINITIONS**

Defendant sets forth the following objections to the “Definitions” section set forth in the RFAs. To the extent applicable, Defendant incorporates each of these objections into each of the responses set forth below.

1. To the extent the “Definitions” seek to impose obligations on Defendant that are in addition to, inconsistent with, or contrary to those imposed by the Federal Rules, the Civil Local Rules, or the Court’s individual rules and/or standing orders, Defendant will apply the definitions and provisions set forth in the Federal Rules, and will respond to the RFA in accordance with those Rules and will not provide information that exceeds the requirements of those Rules.

2. Defendant objects to the definitions of “Minor Leaguer” or “Minor League Baseball Player” in paragraph 2 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome.

3. Defendant objects to the definitions of “You” or “Your” in Paragraph 7 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to entities and individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the



1 following definition: “You” or “Your” shall mean the Twins and/or the Club’s minor league  
2 affiliates (owned by the Club).

3 4. Defendant objects to the definition of “Plaintiffs” in Paragraph 6 of the  
4 “Definitions” (and in the RFAs applying that definition) because those RFAs seek information  
5 with respect to subject matter that is neither relevant to the claims or defenses of any party nor  
6 reasonably calculated to lead to the discovery of admissible evidence, impermissibly seek  
7 information outside of Defendant’s possession, custody or control, and because such definitions  
8 are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For  
9 purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the following definition:  
10 “Plaintiffs” shall mean Brandon Henderson and Julio Torres (for the time those individuals  
11 performed services under their Uniform Player Contracts with the Twins) only.

### 12 **ANSWERS AND OBJECTIONS<sup>1</sup>**

#### 13 **REQUEST FOR ADMISSION NO. 1**

14 Admit that You are subject to the Major League Rules.

#### 15 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 1**

16 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
17 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
18 overly broad and that the phrase “subject to” is vague and ambiguous such that Defendant cannot  
19 properly admit or deny the RFA.

20 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
21 admits that certain of the Major League Rules apply to Defendant.

#### 22 **REQUEST FOR ADMISSION NO. 2**

23 Admit that You comply with the Major League Rules.

24  
25  
26 <sup>1</sup> Defendant has repeated Plaintiffs’ First Set of Requests for Admission verbatim as  
27 they were served upon Defendant and has made no corrections with respect to spelling,  
28 grammar, typographical errors, or any other error in syntax.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 2**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is overly broad and that the phrase “comply with” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA.

Subject to and without waiving the foregoing objection, Defendant denies the RFA, except admits that it is the Club’s practice to comply with the Major League Rules applicable to Club to the extent appropriate.

**REQUEST FOR ADMISSION NO. 3**

Admit that You comply with Major League Rule 3 when signing Your Minor Leaguers to employment contracts.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 3**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the phrases “employment contract” and “comply” are vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Major League Rule 3(a)(1) provides as follows, in part: “[A] Major or Minor League Club may contract with a player under the conditions and restrictions set forth in this Rule 3.”

**REQUEST FOR ADMISSION NO. 4**

Admit that when signing Your Minor Leaguers to employment contracts, You use the Minor League Uniform Player Contract (“UPC”) that is attached to the operative Major League Rules as MLR Attachment 3.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 4**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as

1 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it  
 2 improperly characterizes a UPC as an “employment contract”; the phrase “employment contract”  
 3 is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA  
 4 assumes facts not in evidence.

5 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 6 admits that the UPC comprises part of the agreement between a minor league baseball player and  
 7 the applicable Club..

#### 8 9 **REQUEST FOR ADMISSION NO. 5**

10 Admit that You employ(ed) Your Minor Leaguers.

#### 11 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 5**

12 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 13 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
 14 overly broad and the RFA exceeds the scope of permissible discovery in a request for admission  
 15 by seeking a response on a disputed conclusion of law.

16 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 17 admits that the UPCs, to which Plaintiffs are parties, provide that Defendant “employs Player to  
 18 render, and Player agrees to render, skilled services as a Minor League Baseball Player...[during]  
 19 championship playing seasons, commencing with the beginning of the championship playing  
 20 season...or the portion of that regular championship playing season remaining after the execution  
 21 date of this Minor League Uniform Player Contract...whichever date is later.”

#### 22 **REQUEST FOR ADMISSION NO. 6**

23 Admit that Your Minor Leaguers only receive the wages established in the Addendum C to  
 24 their UPC’s during Championship Season.

#### 25 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 6**

26 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 27 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 28

1 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
2 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
3 seeking a response on a disputed conclusion of law.

4 Subject to and without waiving the foregoing objection, Defendant denies this RFA.  
5

6 **REQUEST FOR ADMISSION NO. 7**

7 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
8 C to their UPC’s during spring training.

9 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 7**

10 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
11 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
12 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
13 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
14 seeking a response on a disputed conclusion of law.

15 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
16 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
17 which are evidenced by the documents produced or that will be produced in this action.  
18

19 **REQUEST FOR ADMISSION NO. 8**

20 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
21 C to their UPC’s during instructional leagues.

22 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 8**

23 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
24 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
25 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
26 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
27 seeking a response on a disputed conclusion of law.  
28

1 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 2 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
 3 which are evidenced by the documents produced or that will be produced in this action.  
 4

#### 5 **REQUEST FOR ADMISSION NO. 9**

6 Admit that Your Minor Leaguers do not receive the wages established in the Addendum C  
 7 to their UPC's during the months between the end of the Championship Season and spring  
 8 training.

#### 9 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 9**

10 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 11 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 12 term "wages" is vague and ambiguous such that Defendant cannot properly admit or deny the  
 13 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
 14 seeking a response on a disputed conclusion of law.

15 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 16 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
 17 which are evidenced by the documents produced or that will be produced in this action.  
 18

#### 19 **REQUEST FOR ADMISSION NO. 10**

20 Admit that You never pay Your Minor Leaguers at an overtime rate, such as time-and-a-  
 21 half the regular rate.

#### 22 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 10**

23 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 24 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 25 phrases "overtime rate" and "regular rate" are vague and ambiguous such that Defendant cannot  
 26 properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a  
 27 request for admission by seeking a response on a disputed conclusion of law.  
 28

1 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 2 admits that Plaintiffs did not receive additional compensation calculated at a “time-and-a-half”  
 3 premium, because they were not entitled to “overtime” pay.

4  
 5 **REQUEST FOR ADMISSION NO. 11**

6 Admit that You do not maintain records showing all hours worked by Your Minor  
 7 Leaguers.

8 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 11**

9 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 10 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 11 RFA is overly broad; the phrase “hours worked” is vague and ambiguous such that Defendant  
 12 cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery  
 13 in a request for admission by seeking a response on a disputed conclusion of law.

14 Subject to and without waiving the foregoing objection, Defendant denies this RFA.

15  
 16 **REQUEST FOR ADMISSION NO. 12**

17 Admit that You do not provide Your Minor Leaguers with wage statements during the  
 18 periods of spring training, instructional leagues, and other periods outside the Championship  
 19 Season.

20 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 12**

21 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 22 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 23 RFA is overly broad; the phrase “wage statements” is vague and ambiguous such that Defendant  
 24 cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery  
 25 in a request for admission by seeking a response on a disputed conclusion of law.

26 Subject to and without waiving the foregoing objection, Defendant denies this RFA.

1 Dated: September 11, 2015

Respectfully submitted,

2 /s/ Elise M. Bloom

Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

Rachel Santoro (*pro hac vice*)

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11 Times Square

New York, NY 10036

Telephone: (212) 969-3000

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*Attorneys for Defendant*

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10 St. Louis, MO 63101  
11 Telephone: (314) 241-4844  
12 Facsimile: (314) 241-3525  
13 stillery@koreintillery.com  
14 azigler@koreintillery.com  
15 gbroshuis@koreintillery.com

12 **KOREIN TILLERY, LLC**

13 George A. Zelcs  
14 205 North Michigan, Suite 1950  
15 Chicago, IL 60601  
16 Telephone: (312) 641-9750  
17 Facsimile: (312) 641-9751  
18 gzelcs@koreintillery.com

17 **PEARSON, SIMON & WARSHAW LLP**

18 Bruce L. Simon (Bar No. 96241)  
19 Benjamin E. Shiftan (Bar No. 265767)  
20 44 Montgomery Street, Suite 2450  
21 San Francisco, CA 94104  
22 Telephone: (415) 433-9000  
23 Facsimile: (415) 433-9008  
24 bsimon@pswlaw.com  
25 bshiftan@pswlaw.com

23 **PEARSON, SIMON & WARSHAW LLP**

24 Daniel L. Warshaw (Bar No. 185365)  
25 Bobby Pouya (Bar No. 245527)  
26 Michael H. Pearson (Bar No. 277857)  
27 15165 Ventura Boulevard, Suite 400  
28 Sherman Oaks, California 91403  
Telephone: (818) 788-8300  
Facsimile: (818) 788-8104  
dwarshaw@pswlaw.com

bpouya@pswlaw.com  
mpearson@pswlaw.com

*Plaintiffs' Interim Co-Lead Class Counsel*

Dated: September 11, 2015

Respectfully submitted,

/s/ Elise M. Bloom

Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

Rachel Santoro (*pro hac vice*)

**PROSKAUER ROSE LLP**

11 Times Square

New York, NY 10036

Telephone: (212) 969-3000

Facsimile: (212) 969-2900

ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

**PROSKAUER ROSE LLP**

2049 Century Park East, 32nd Floor

Los Angeles, CA 90067-3206

Telephone: (310) 557-2900

Facsimile: (310) 557-2193

*Attorneys for Defendant*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendants*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**DEFENDANTS MILWAUKEE BREWERS  
BASEBALL CLUB, INC. AND  
MILWAUKEE BREWERS BASEBALL  
CLUB, L.P.'S ANSWERS AND  
OBJECTIONS TO PLAINTIFFS' FIRST  
REQUESTS FOR ADMISSION TO  
FRANCHISE DEFENDANTS**

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure (the “Federal Rules”), as well as the Local Rules of Practice in Civil Proceedings before the United States District Court for the Northern District of California (the “Civil Local Rules”), Milwaukee Brewers Baseball Club, Inc. and Milwaukee Brewers Baseball Club, L.P. (d/b/a “Milwaukee Brewers”) (hereinafter “Defendant,” “Club” or “Brewers”) by and through its attorneys, Proskauer Rose LLP, hereby responds and objects to Plaintiffs’ First Requests for Admission to Franchise Defendants, dated August 7, 2015 (the “RFAs”):

### **PRELIMINARY STATEMENT**

These responses are made solely for the purpose of this action. These responses are made subject to all objections as to competence, relevance, materiality, propriety and admissibility, and any and all other objections and grounds that would require the exclusion of any statement made herein if any such statement were made by, or if any admissions were requested of, a witness present and testifying in court, all of which objections are expressly reserved and may be interposed up to and including the time of trial.

Defendant has not fully completed the investigation of the facts related to this case and has not fully completed preparation for the trial in this matter. Accordingly, all of the responses set forth herein are based only on such information and documents as are presently available and specifically known to Defendant, and disclose only those contentions as are presently known to Defendant. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add meaning to the known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the contentions herein set forth.

The responses set forth below are provided without prejudice to Defendant’s right to produce evidence of any fact or facts that Defendant may subsequently discover or later recall. Subject to the provisions of the Federal Rules, Defendant reserves the right to correct any inadvertent errors or omissions, and to revise any of the responses set forth herein as additional facts are ascertained, analysis is made, legal research is completed, and contentions are made. The

1 responses set forth herein are made in a good-faith effort to supply as much factual information  
 2 and as much specification of legal contentions as is presently known, but should in no way be to  
 3 the prejudice of the Defendant in relation to further discovery, research or analysis, or the use of  
 4 and/or reliance upon subsequently discovered documents.

5 Except for explicit facts admitted in the responses set forth below, no incidental or implicit  
 6 admissions are intended. The fact that Defendant has either responded to or objected to a RFA or  
 7 part thereof should not be taken as an admission that Defendant has accepted or admitted the  
 8 existence of any fact or facts set forth or assumed by such RFA, or that such response or objection  
 9 constitutes evidence. The fact that Defendant has responded to part or all of any request is not  
 10 intended and shall not be construed to be a waiver by the Defendant of all or any part of any  
 11 objection to any RFA.

12 In responding to the RFAs below, Defendant will not provide information protected from  
 13 disclosure by the attorney-client privilege, the attorney work product doctrine, the joint  
 14 defense/common interest privilege, and/or any other applicable privilege or immunity; information  
 15 that is confidential or personal and the disclosure of which would constitute an unwarranted  
 16 invasion of an affected person's constitutional, statutory and/or common law rights to privacy and  
 17 confidentiality; and private, privileged, and confidential or proprietary commercial, financial, or  
 18 business information.

19 The inadvertent or mistaken production of information subject to the protections of the  
 20 attorney-client privilege, attorney work-product doctrine, or other privilege will not constitute a  
 21 general, inadvertent, implicit, subject matter, separate, independent, or other waiver of such  
 22 privilege or protection, and does not put in issue or constitute the affirmative use of the advice of  
 23 counsel or of any privileged communications.

24 In providing these responses, Defendant does not waive or intend to waive, but, on the  
 25 contrary, reserves or intends to reserve:

- 26 a. all questions as to competency, authenticity, relevancy, materiality, privilege, and
- 27 admissibility of the information provided hereunder or the subject matter;

b. the right to object on any ground to the use of the information provided hereunder or the subject matter thereof at any trial or hearing in this matter or in any related or subsequent action or proceeding; and

c. the right to object on any ground at any time to a demand for further information.

This preliminary statement is incorporated into each of the responses set forth below.

### **OBJECTIONS TO THE DEFINITIONS**

Defendant sets forth the following objections to the “Definitions” section set forth in the RFAs. To the extent applicable, Defendant incorporates each of these objections into each of the responses set forth below.

1. To the extent the “Definitions” seek to impose obligations on Defendant that are in addition to, inconsistent with, or contrary to those imposed by the Federal Rules, the Civil Local Rules, or the Court’s individual rules and/or standing orders, Defendant will apply the definitions and provisions set forth in the Federal Rules, and will respond to the RFA in accordance with those Rules and will not provide information that exceeds the requirements of those Rules.

2. Defendant objects to the definitions of “Minor Leaguer” or “Minor League Baseball Player” in paragraph 2 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome.

3. Defendant objects to the definitions of “You” or “Your” in Paragraph 7 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to entities and individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the

1 following definition: “You” or “Your” shall mean Brewers and/or the Club’s minor league  
2 affiliates (owned by the Club).

3 4. Defendant objects to the definition of “Plaintiffs” in Paragraph 6 of the  
4 “Definitions” (and in the RFAs applying that definition) because those RFAs seek information  
5 with respect to subject matter that is neither relevant to the claims or defenses of any party nor  
6 reasonably calculated to lead to the discovery of admissible evidence, impermissibly seek  
7 information outside of Defendant’s possession, custody or control, and because such definitions  
8 are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For  
9 purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the following definition:  
10 “Plaintiffs” shall mean Omar Aguilar, Daniel Britt and Daniel Merklinger (for the time those  
11 individuals performed services under their Uniform Player Contracts with the Brewers) only.  
12

### 13 **ANSWERS AND OBJECTIONS<sup>1</sup>**

#### 14 **REQUEST FOR ADMISSION NO. 1**

15 Admit that You are subject to the Major League Rules.

#### 16 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 1**

17 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
18 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
19 overly broad and that the phrase “subject to” is vague and ambiguous such that Defendant cannot  
20 properly admit or deny the RFA.

21 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
22 admits that certain of the Major League Rules apply to Defendant.

#### 23 **REQUEST FOR ADMISSION NO. 2**

24 Admit that You comply with the Major League Rules.  
25

26 <sup>1</sup> Defendant has repeated Plaintiffs’ First Requests for Admission verbatim as they were  
27 served upon Defendant and has made no corrections with respect to spelling, grammar,  
28 typographical errors, or any other error in syntax.



**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 2**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is overly broad and that the phrase “comply with” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA.

Subject to and without waiving the foregoing objection, Defendant denies the RFA, except admits that it is the Club’s practice to comply with the Major League Rules applicable to the Club to the extent appropriate.

**REQUEST FOR ADMISSION NO. 3**

Admit that You comply with Major League Rule 3 when signing Your Minor Leaguers to employment contracts.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 3**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the phrases “employment contract” and “comply” are vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Major League Rule 3(a)(1) provides as follows, in part: “[A] Major or Minor League Club may contract with a player under the conditions and restrictions set forth in this Rule 3.”

**REQUEST FOR ADMISSION NO. 4**

Admit that when signing Your Minor Leaguers to employment contracts, You use the Minor League Uniform Player Contract (“UPC”) that is attached to the operative Major League Rules as MLR Attachment 3.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 4**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as

1 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it  
 2 improperly characterizes a UPC as an “employment contract”; the phrase “employment contract”  
 3 is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA  
 4 assumes facts not in evidence.

5 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 6 admits that the UPC comprises part of the agreement between a minor league baseball player and  
 7 the applicable Club.

#### 8 9 **REQUEST FOR ADMISSION NO. 5**

10 Admit that You employ(ed) Your Minor Leaguers.

#### 11 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 5**

12 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 13 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
 14 overly broad and the RFA exceeds the scope of permissible discovery in a request for admission  
 15 by seeking a response on a disputed conclusion of law.

16 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 17 admits that the UPCs, to which Plaintiffs are parties, provide that Defendant “employs Player to  
 18 render, and Player agrees to render, skilled services as a Minor League Player...[during]  
 19 championship playing seasons, commencing with the beginning of the championship playing  
 20 season...or the portion of that regular championship playing season remaining after the execution  
 21 date of this Minor League Uniform Player Contract...whichever date is later.”

#### 22 23 **REQUEST FOR ADMISSION NO. 6**

24 Admit that Your Minor Leaguers only receive the wages established in the Addendum C to  
 25 their UPC’s during Championship Season.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 6**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

**REQUEST FOR ADMISSION NO. 7**

Admit that You do not pay Your Minor Leaguers the wages established in the Addendum C to their UPC’s during spring training.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 7**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits Plaintiffs have been paid in accordance with their UPCs and applicable Club policies, which are evidenced by the documents produced or that will be produced in this action.

**REQUEST FOR ADMISSION NO. 8**

Admit that You do not pay Your Minor Leaguers the wages established in the Addendum C to their UPC’s during instructional leagues.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 8**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the

term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits Plaintiffs have been paid in accordance with their UPCs and applicable Club policies, which are evidenced by the documents produced or that will be produced in this action.

#### **REQUEST FOR ADMISSION NO. 9**

Admit that Your Minor Leaguers do not receive the wages established in the Addendum C to their UPC’s during the months between the end of the Championship Season and spring training.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 9**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits Plaintiffs have been paid in accordance with their UPCs and applicable Club policies, which are evidenced by the documents produced or that will be produced in this action.

#### **REQUEST FOR ADMISSION NO. 10**

Admit that You never pay Your Minor Leaguers at an overtime rate, such as time-and-a-half the regular rate.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 10**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the

phrases “overtime rate” and “regular rate” are vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs did not receive additional compensation calculated at a “time-and-a-half” premium, because they were not entitled to “overtime” pay.

#### **REQUEST FOR ADMISSION NO. 11**

Admit that You do not maintain records showing all hours worked by Your Minor Leaguers.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 11**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the RFA is overly broad; the phrase “hours worked” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

#### **REQUEST FOR ADMISSION NO. 12**

Admit that You do not provide Your Minor Leaguers with wage statements during the periods of spring training, instructional leagues, and other periods outside the Championship Season.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 12**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the RFA is overly broad; the phrase “wage statements” is vague and ambiguous such that Defendant

cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

Dated: September 11, 2015

Respectfully submitted,  
/s/ Elise M. Bloom  
 Elise M. Bloom (*pro hac vice*)  
 Howard L. Ganz  
 Neil H. Abramson (*pro hac vice*)  
 Adam M. Lupion (*pro hac vice*)  
 Rachel Santoro (*pro hac vice*)  
**PROSKAUER ROSE LLP**  
 11 Times Square  
 New York, NY 10036  
 Telephone: (212) 969-3000  
 Facsimile: (212) 969-2900

ENZO DER BOGHOSIAN (SBN 211351)  
 ederboghossian@proskauer.com  
**PROSKAUER ROSE LLP**  
 2049 Century Park East, 32nd Floor  
 Los Angeles, CA 90067-3206  
 Telephone: (310) 557-2900  
 Facsimile: (310) 557-2193  
 Attorneys for Defendants

TO: **KOREIN TILLERY, LLC**  
 Stephen M. Tillery (*pro hac vice*)  
 Aaron M. Zigler (*pro hac vice*)  
 Garrett R. Broshuis (*pro hac vice*)  
 505 North 7th Street, Suite 3600  
 St. Louis, MO 63101  
 Telephone: (314) 241-4844  
 Facsimile: (314) 241-3525

**KOREIN TILLERY, LLC**  
 George A. Zelcs  
 205 North Michigan, Suite 1950  
 Chicago, IL 60601  
 Telephone: (312) 641-9750

**PEARSON, SIMON & WARSHAW LLP**  
 Bruce L. Simon (Bar No. 96241)  
 Benjamin E. Shiftan (Bar No. 265767)  
 44 Montgomery Street, Suite 2450  
 San Francisco, CA 94104  
 Telephone: (415) 433-9000  
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Daniel L. Warshaw (Bar No. 185365)

Bobby Pouya (Bar No. 245527)

Michael H. Pearson (Bar No. 277857)

15165 Ventura Boulevard, Suite 400

Sherman Oaks, California 91403

Telephone: (818) 788-8300

Facsimile: (818) 788-8104

*Plaintiffs' Interim Co-Lead Class Counsel*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendants*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**CERTIFICATE OF SERVICE**



1 I hereby certify that September 11, 2015, I caused to be served the following:

2 Defendants Milwaukee Brewers Baseball Club, Inc. and Milwaukee Brewers Baseball  
3 Club, L.P.'s Answers and Objections to Plaintiffs' First Set of Requests for Admission to  
Franchise Defendants

4 by e-mail on the following counsel for Plaintiffs:

5  
6 **TO: KOREIN TILLERY, LLC**

Stephen M. Tillery (*pro hac vice*)  
7 Aaron M. Zigler (*pro hac vice*)  
8 Garrett R. Broshuis (*pro hac vice*)  
505 North 7th Street, Suite 3600  
9 St. Louis, MO 63101  
Telephone: (314) 241-4844  
10 Facsimile: (314) 241-3525  
stillery@koreintillery.com  
11 azigler@koreintillery.com  
12 gbroshuis@koreintillery.com

13 **KOREIN TILLERY, LLC**

George A. Zelcs  
14 205 North Michigan, Suite 1950  
Chicago, IL 60601  
15 Telephone: (312) 641-9750  
16 Facsimile: (312) 641-9751  
gzelcs@koreintillery.com

17 **PEARSON, SIMON & WARSHAW LLP**

18 Bruce L. Simon (Bar No. 96241)  
Benjamin E. Shiftan (Bar No. 265767)  
19 44 Montgomery Street, Suite 2450  
San Francisco, CA 94104  
20 Telephone: (415) 433-9000  
21 Facsimile: (415) 433-9008  
bsimon@pswlaw.com  
22 bshiftan@pswlaw.com

23 **PEARSON, SIMON & WARSHAW LLP**

24 Daniel L. Warshaw (Bar No. 185365)  
Bobby Pouya (Bar No. 245527)  
25 Michael H. Pearson (Bar No. 277857)  
15165 Ventura Boulevard, Suite 400  
26 Sherman Oaks, California 91403  
27 Telephone: (818) 788-8300  
28 Facsimile: (818) 788-8104

1       dwarshaw@pswlaw.com  
2       bpouya@pswlaw.com  
3       mpearson@pswlaw.com

4       *Plaintiffs' Interim Co-Lead Class Counsel*

5  
6  
7       Dated: September 11, 2015

Respectfully submitted,

/s/ Elise M. Bloom

Elise M. Bloom (*pro hac vice*)

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11 Times Square

New York, NY 10036

Telephone: (212) 969-3000

Facsimile: (212) 969-2900

ENZO DER BOGHOSSIAN (SBN 211351)

ederboghossian@proskauer.com

**PROSKAUER ROSE LLP**

2049 Century Park East, 32nd Floor

Los Angeles, CA 90067-3206

Telephone: (310) 557-2900

Facsimile: (310) 557-2193

*Attorneys for Defendants*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
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rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendant*

**UNITED STATES DISTRICT COURT  
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AARON SENNE, et al., Individually and on  
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OFFICE OF THE COMMISSIONER OF  
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Defendants.

Case No. 3:14-cv-00608-RS  
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**CLASS ACTION**

**DEFENDANT ATHLETICS  
INVESTMENT GROUP LLC'S ANSWERS  
AND OBJECTIONS TO PLAINTIFFS'  
FIRST REQUESTS FOR ADMISSION TO  
FRANCHISE DEFENDANTS**

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure (the “Federal Rules”), as well as the Local Rules of Practice in Civil Proceedings before the United States District Court for the Northern District of California (the “Civil Local Rules”), Athletics Investment Group LLC (d/b/a “Oakland Athletics”) (hereinafter “Defendant,” “Club” or “Athletics”) by and through its attorneys, Proskauer Rose LLP, hereby responds and objects to Plaintiffs’ First Requests for Admission to Franchise Defendants, dated August 7, 2015 (the “RFAs”):

### **PRELIMINARY STATEMENT**

These responses are made solely for the purpose of this action. These responses are made subject to all objections as to competence, relevance, materiality, propriety and admissibility, and any and all other objections and grounds that would require the exclusion of any statement made herein if any such statement were made by, or if any admissions were requested of, a witness present and testifying in court, all of which objections are expressly reserved and may be interposed up to and including the time of trial.

Defendant has not fully completed the investigation of the facts related to this case and has not fully completed preparation for the trial in this matter. Accordingly, all of the responses set forth herein are based only on such information and documents as are presently available and specifically known to Defendant, and disclose only those contentions as are presently known to Defendant. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add meaning to the known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the contentions herein set forth.

The responses set forth below are provided without prejudice to Defendant’s right to produce evidence of any fact or facts that Defendant may subsequently discover or later recall. Subject to the provisions of the Federal Rules, Defendant reserves the right to correct any inadvertent errors or omissions, and to revise any of the responses set forth herein as additional facts are ascertained, analysis is made, legal research is completed, and contentions are made. The responses set forth herein are made in a good-faith effort to supply as much factual information

1 and as much specification of legal contentions as is presently known, but should in no way be to  
2 the prejudice of the Defendant in relation to further discovery, research or analysis, or the use of  
3 and/or reliance upon subsequently discovered documents.

4 Except for explicit facts admitted in the responses set forth below, no incidental or implicit  
5 admissions are intended. The fact that Defendant has either responded to or objected to a RFA or  
6 part thereof should not be taken as an admission that Defendant has accepted or admitted the  
7 existence of any fact or facts set forth or assumed by such RFA, or that such response or objection  
8 constitutes evidence. The fact that Defendant has responded to part or all of any request is not  
9 intended and shall not be construed to be a waiver by the Defendant of all or any part of any  
10 objection to any RFA.

11 In responding to the RFAs below, Defendant will not provide information protected from  
12 disclosure by the attorney-client privilege, the attorney work product doctrine, the joint  
13 defense/common interest privilege, and/or any other applicable privilege or immunity; information  
14 that is confidential or personal and the disclosure of which would constitute an unwarranted  
15 invasion of an affected person's constitutional, statutory and/or common law rights to privacy and  
16 confidentiality; and private, privileged, and confidential or proprietary commercial, financial, or  
17 business information.

18 The inadvertent or mistaken production of information subject to the protections of the  
19 attorney-client privilege, attorney work-product doctrine, or other privilege will not constitute a  
20 general, inadvertent, implicit, subject matter, separate, independent, or other waiver of such  
21 privilege or protection, and does not put in issue or constitute the affirmative use of the advice of  
22 counsel or of any privileged communications.

23 In providing these responses, Defendant does not waive or intend to waive, but, on the  
24 contrary, reserves or intends to reserve:

- 25 a. all questions as to competency, authenticity, relevancy, materiality, privilege, and  
26 admissibility of the information provided hereunder or the subject matter;
- 27  
28

b. the right to object on any ground to the use of the information provided hereunder or the subject matter thereof at any trial or hearing in this matter or in any related or subsequent action or proceeding; and

c. the right to object on any ground at any time to a demand for further information.

This preliminary statement is incorporated into each of the responses set forth below.

### **OBJECTIONS TO THE DEFINITIONS**

Defendant sets forth the following objections to the “Definitions” section set forth in the RFAs. To the extent applicable, Defendant incorporates each of these objections into each of the responses set forth below.

1. To the extent the “Definitions” seek to impose obligations on Defendant that are in addition to, inconsistent with, or contrary to those imposed by the Federal Rules, the Civil Local Rules, or the Court’s individual rules and/or standing orders, Defendant will apply the definitions and provisions set forth in the Federal Rules, and will respond to the RFA in accordance with those Rules and will not provide information that exceeds the requirements of those Rules.

2. Defendant objects to the definitions of “Minor Leaguer” or “Minor League Baseball Player” in paragraph 2 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome.

3. Defendant objects to the definitions of “You” or “Your” in Paragraph 7 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to entities and individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the

1 following definition: “You” or “Your” shall mean the Athletics and/or the Club’s minor league  
2 affiliates (owned by the Club).

3 4. Defendant objects to the definition of “Plaintiffs” in Paragraph 6 of the  
4 “Definitions” (and in the RFAs applying that definition) because those RFAs seek information  
5 with respect to subject matter that is neither relevant to the claims or defenses of any party nor  
6 reasonably calculated to lead to the discovery of admissible evidence, impermissibly seek  
7 information outside of Defendant’s possession, custody or control, and because such definitions  
8 are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For  
9 purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the following definition:  
10 “Plaintiffs” shall mean Justin Murray, Joseph Newby and Brandon Pinckney (for the time those  
11 individuals performed services under their Uniform Player Contracts with the Athletics) only.

## 12 **ANSWERS AND OBJECTIONS<sup>1</sup>**

### 13 **REQUEST FOR ADMISSION NO. 1**

14 Admit that You are subject to the Major League Rules.

### 15 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 1**

16 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
17 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
18 overly broad and that the phrase “subject to” is vague and ambiguous such that Defendant cannot  
19 properly admit or deny the RFA.

20 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
21 admits that certain of the Major League Rules apply to Defendant.

### 22 **REQUEST FOR ADMISSION NO. 2**

23 Admit that You comply with the Major League Rules.

24  
25  
26 <sup>1</sup> Defendant has repeated Plaintiffs’ First Requests for Admission verbatim as they were  
27 served upon Defendant and has made no corrections with respect to spelling, grammar,  
28 typographical errors, or any other error in syntax.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 2**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is overly broad and that the phrase “comply with” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA.

Subject to and without waiving the foregoing objection, Defendant denies the RFA, except admits that it is the Club’s practice to comply with the Major League Rules applicable to the Club to the extent appropriate.

**REQUEST FOR ADMISSION NO. 3**

Admit that You comply with Major League Rule 3 when signing Your Minor Leaguers to employment contracts.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 3**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the phrases “employment contract” and “comply” are vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Major League Rule 3(a)(1) provides as follows, in part: “[A] Major or Minor League Club may contract with a player under the conditions and restrictions set forth in this Rule 3.”

**REQUEST FOR ADMISSION NO. 4**

Admit that when signing Your Minor Leaguers to employment contracts, You use the Minor League Uniform Player Contract (“UPC”) that is attached to the operative Major League Rules as MLR Attachment 3.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 4**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as



1 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it  
 2 improperly characterizes a UPC as an “employment contract”; the phrase “employment contract”  
 3 is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA  
 4 assumes facts not in evidence.

5 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 6 admits that the UPC comprises part of the agreement between a minor league baseball player and  
 7 the applicable Club.

#### 8 9 **REQUEST FOR ADMISSION NO. 5**

10 Admit that You employ(ed) Your Minor Leaguers.

#### 11 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 5**

12 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 13 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
 14 overly broad and the RFA exceeds the scope of permissible discovery in a request for admission  
 15 by seeking a response on a disputed conclusion of law.

16 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 17 admits that the UPCs, to which Plaintiffs are parties, provide that Defendant “employs Player to  
 18 render, and Player agrees to render, skilled services as a Minor League Player...[during]  
 19 championship playing seasons, commencing with the beginning of the championship playing  
 20 season...or the portion of that regular championship playing season remaining after the execution  
 21 date of this Minor League Uniform Player Contract...whichever date is later.”

#### 22 23 **REQUEST FOR ADMISSION NO. 6**

24 Admit that Your Minor Leaguers only receive the wages established in the Addendum C to  
 25 their UPC’s during Championship Season.

1 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 6**

2 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
3 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
4 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
5 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
6 seeking a response on a disputed conclusion of law.

7 Subject to and without waiving the foregoing objection, Defendant denies this RFA.  
8

9 **REQUEST FOR ADMISSION NO. 7**

10 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
11 C to their UPC’s during spring training.

12 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 7**

13 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
14 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
15 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
16 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
17 seeking a response on a disputed conclusion of law.

18 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
19 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
20 which are evidenced by the documents produced or that will be produced in this action.  
21

22 **REQUEST FOR ADMISSION NO. 8**

23 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
24 C to their UPC’s during instructional leagues.

25 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 8**

26 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
27 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
28

term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies, which are evidenced by the documents produced or that will be produced in this action.

#### **REQUEST FOR ADMISSION NO. 9**

Admit that Your Minor Leaguers do not receive the wages established in the Addendum C to their UPC’s during the months between the end of the Championship Season and spring training.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 9**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies, which are evidenced by the documents produced or that will be produced in this action.

#### **REQUEST FOR ADMISSION NO. 10**

Admit that You never pay Your Minor Leaguers at an overtime rate, such as time-and-a-half the regular rate.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 10**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the

1 phrases “overtime rate” and “regular rate” are vague and ambiguous such that Defendant cannot  
 2 properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a  
 3 request for admission by seeking a response on a disputed conclusion of law.

4 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 5 admits that Plaintiffs did not receive additional compensation calculated at a “time-and-a-half”  
 6 premium, because they were not entitled to “overtime” pay.

#### 7 8 **REQUEST FOR ADMISSION NO. 11**

9 Admit that You do not maintain records showing all hours worked by Your Minor  
 10 Leaguers.

#### 11 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 11**

12 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 13 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 14 RFA is overly broad; the phrase “hours worked” is vague and ambiguous such that Defendant  
 15 cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery  
 16 in a request for admission by seeking a response on a disputed conclusion of law.

17 Subject to and without waiving the foregoing objection, Defendant denies this RFA.

#### 18 19 **REQUEST FOR ADMISSION NO. 12**

20 Admit that You do not provide Your Minor Leaguers with wage statements during the  
 21 periods of spring training, instructional leagues, and other periods outside the Championship  
 22 Season.

#### 23 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 12**

24 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 25 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 26 RFA is overly broad; the phrase “wage statements” is vague and ambiguous such that Defendant  
 27  
 28

cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

Dated: September 11, 2015

Respectfully submitted,

/s/ Elise M. Bloom

Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

Rachel Santoro (*pro hac vice*)

**PROSKAUER ROSE LLP**

11 Times Square

New York, NY 10036

Telephone: (212) 969-3000

Facsimile: (212) 969-2900

ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

**PROSKAUER ROSE LLP**

2049 Century Park East, 32nd Floor

Los Angeles, CA 90067-3206

Telephone: (310) 557-2900

Facsimile: (310) 557-2193

*Attorneys for Defendant*

TO: **KOREIN TILLERY, LLC**

Stephen M. Tillery (*pro hac vice*)

Aaron M. Zigler (*pro hac vice*)

Garrett R. Broshuis (*pro hac vice*)

505 North 7th Street, Suite 3600

St. Louis, MO 63101

Telephone: (314) 241-4844

Facsimile: (314) 241-3525

**KOREIN TILLERY, LLC**

George A. Zelcs

205 North Michigan, Suite 1950

Chicago, IL 60601

Telephone: (312) 641-9750

**PEARSON, SIMON & WARSHAW LLP**

Bruce L. Simon (Bar No. 96241)

Benjamin E. Shiftan (Bar No. 265767)

44 Montgomery Street, Suite 2450

San Francisco, CA 94104

Telephone: (415) 433-9000

Facsimile: (415) 433-9008

**PEARSON, SIMON & WARSHAW LLP**

Daniel L. Warshaw (Bar No. 185365)

Bobby Pouya (Bar No. 245527)

Michael H. Pearson (Bar No. 277857)

15165 Ventura Boulevard, Suite 400

Sherman Oaks, California 91403

Telephone: (818) 788-8300

Facsimile: (818) 788-8104

*Plaintiffs' Interim Co-Lead Class Counsel*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendant*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**CERTIFICATE OF SERVICE**

1 I hereby certify that September 11, 2015, I caused to be served the following:

2 Defendant Athletic Investment Group LLC's Answers and Objections to Plaintiffs' First  
3 Set of Requests for Admission to Franchise Defendants

4 by e-mail on the following counsel for Plaintiffs:

5 **TO: KOREIN TILLERY, LLC**

6 Stephen M. Tillery (*pro hac vice*)  
7 Aaron M. Zigler (*pro hac vice*)  
8 Garrett R. Broshuis (*pro hac vice*)  
9 505 North 7th Street, Suite 3600  
10 St. Louis, MO 63101  
11 Telephone: (314) 241-4844  
12 Facsimile: (314) 241-3525  
13 stillery@koreintillery.com  
14 azigler@koreintillery.com  
15 gbroshuis@koreintillery.com

12 **KOREIN TILLERY, LLC**

13 George A. Zelcs  
14 205 North Michigan, Suite 1950  
15 Chicago, IL 60601  
16 Telephone: (312) 641-9750  
17 Facsimile: (312) 641-9751  
18 gzelcs@koreintillery.com

17 **PEARSON, SIMON & WARSHAW LLP**

18 Bruce L. Simon (Bar No. 96241)  
19 Benjamin E. Shiftan (Bar No. 265767)  
20 44 Montgomery Street, Suite 2450  
21 San Francisco, CA 94104  
22 Telephone: (415) 433-9000  
23 Facsimile: (415) 433-9008  
24 bsimon@pswlaw.com  
25 bshiftan@pswlaw.com

23 **PEARSON, SIMON & WARSHAW LLP**

24 Daniel L. Warshaw (Bar No. 185365)  
25 Bobby Pouya (Bar No. 245527)  
26 Michael H. Pearson (Bar No. 277857)  
27 15165 Ventura Boulevard, Suite 400  
28 Sherman Oaks, California 91403  
Telephone: (818) 788-8300  
Facsimile: (818) 788-8104  
dwarshaw@pswlaw.com



1 bpouya@pswlaw.com  
2 mpearson@pswlaw.com

3 *Plaintiffs' Interim Co-Lead Class Counsel*

4  
5  
6 Dated: September 11, 2015

Respectfully submitted,

7 /s/ Elise M. Bloom

8 Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

9 Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

10 Rachel Santoro (*pro hac vice*)

**PROSKAUER ROSE LLP**

11 11 Times Square

New York, NY 10036

12 Telephone: (212) 969-3000

13 Facsimile: (212) 969-2900

14 ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

15 **PROSKAUER ROSE LLP**

16 2049 Century Park East, 32nd Floor

Los Angeles, CA 90067-3206

17 Telephone: (310) 557-2900

18 Facsimile: (310) 557-2193

*Attorneys for Defendant*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendant*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**DEFENDANT PITTSBURGH  
ASSOCIATES, L.P.'S ANSWERS AND  
OBJECTIONS TO PLAINTIFFS' FIRST  
REQUESTS FOR ADMISSION TO  
FRANCHISE DEFENDANTS**

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure (the “Federal Rules”), as well as the Local Rules of Practice in Civil Proceedings before the United States District Court for the Northern District of California (the “Civil Local Rules”), Pittsburgh Associates, L.P. (d/b/a “Pittsburgh Pirates”) (hereinafter “Defendant,” “Club” or “Pirates”) by and through its attorneys, Proskauer Rose LLP, hereby responds and objects to Plaintiffs’ First Requests for Admission to Franchise Defendants, dated August 7, 2015 (the “RFAs”):

### **PRELIMINARY STATEMENT**

These responses are made solely for the purpose of this action. These responses are made subject to all objections as to competence, relevance, materiality, propriety and admissibility, and any and all other objections and grounds that would require the exclusion of any statement made herein if any such statement were made by, or if any admissions were requested of, a witness present and testifying in court, all of which objections are expressly reserved and may be interposed up to and including the time of trial.

Defendant has not fully completed the investigation of the facts related to this case and has not fully completed preparation for the trial in this matter. Accordingly, all of the responses set forth herein are based only on such information and documents as are presently available and specifically known to Defendant, and disclose only those contentions as are presently known to Defendant. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add meaning to the known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the contentions herein set forth.

The responses set forth below are provided without prejudice to Defendant’s right to produce evidence of any fact or facts that Defendant may subsequently discover or later recall. Subject to the provisions of the Federal Rules, Defendant reserves the right to correct any inadvertent errors or omissions, and to revise any of the responses set forth herein as additional facts are ascertained, analysis is made, legal research is completed, and contentions are made. The responses set forth herein are made in a good-faith effort to supply as much factual information

1 and as much specification of legal contentions as is presently known, but should in no way be to  
2 the prejudice of the Defendant in relation to further discovery, research or analysis, or the use of  
3 and/or reliance upon subsequently discovered documents.

4 Except for explicit facts admitted in the responses set forth below, no incidental or implicit  
5 admissions are intended. The fact that Defendant has either responded to or objected to a RFA or  
6 part thereof should not be taken as an admission that Defendant has accepted or admitted the  
7 existence of any fact or facts set forth or assumed by such RFA, or that such response or objection  
8 constitutes evidence. The fact that Defendant has responded to part or all of any request is not  
9 intended and shall not be construed to be a waiver by the Defendant of all or any part of any  
10 objection to any RFA.

11 In responding to the RFAs below, Defendant will not provide information protected from  
12 disclosure by the attorney-client privilege, the attorney work product doctrine, the joint  
13 defense/common interest privilege, and/or any other applicable privilege or immunity; information  
14 that is confidential or personal and the disclosure of which would constitute an unwarranted  
15 invasion of an affected person's constitutional, statutory and/or common law rights to privacy and  
16 confidentiality; and private, privileged, and confidential or proprietary commercial, financial, or  
17 business information.

18 The inadvertent or mistaken production of information subject to the protections of the  
19 attorney-client privilege, attorney work-product doctrine, or other privilege will not constitute a  
20 general, inadvertent, implicit, subject matter, separate, independent, or other waiver of such  
21 privilege or protection, and does not put in issue or constitute the affirmative use of the advice of  
22 counsel or of any privileged communications.

23 In providing these responses, Defendant does not waive or intend to waive, but, on the  
24 contrary, reserves or intends to reserve:

- 25 a. all questions as to competency, authenticity, relevancy, materiality, privilege, and  
26 admissibility of the information provided hereunder or the subject matter;
- 27  
28

b. the right to object on any ground to the use of the information provided hereunder or the subject matter thereof at any trial or hearing in this matter or in any related or subsequent action or proceeding; and

c. the right to object on any ground at any time to a demand for further information.

This preliminary statement is incorporated into each of the responses set forth below.

### **OBJECTIONS TO THE DEFINITIONS**

Defendant sets forth the following objections to the “Definitions” section set forth in the RFAs. To the extent applicable, Defendant incorporates each of these objections into each of the responses set forth below.

1. To the extent the “Definitions” seek to impose obligations on Defendant that are in addition to, inconsistent with, or contrary to those imposed by the Federal Rules, the Civil Local Rules, or the Court’s individual rules and/or standing orders, Defendant will apply the definitions and provisions set forth in the Federal Rules, and will respond to the RFA in accordance with those Rules and will not provide information that exceeds the requirements of those Rules.

2. Defendant objects to the definitions of “Minor Leaguer” or “Minor League Baseball Player” in paragraph 2 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome.

3. Defendant objects to the definitions of “You” or “Your” in Paragraph 7 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to entities and individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the

1 following definition: “You” or “Your” shall mean Pirates and/or the Club’s minor league  
2 affiliates (owned by the Club).

3 4. Defendant objects to the definition of “Plaintiffs” in Paragraph 6 of the  
4 “Definitions” (and in the RFAs applying that definition) because those RFAs seek information  
5 with respect to subject matter that is neither relevant to the claims or defenses of any party nor  
6 reasonably calculated to lead to the discovery of admissible evidence, impermissibly seek  
7 information outside of Defendant’s possession, custody or control, and because such definitions  
8 are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For  
9 purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the following definition:  
10 “Plaintiffs” shall mean Kris Watts (for the time he performed services under his Uniform Player  
11 Contract with the Pirates) only.

## 12 **ANSWERS AND OBJECTIONS**<sup>1</sup>

### 13 **REQUEST FOR ADMISSION NO. 1**

14 Admit that You are subject to the Major League Rules.

### 15 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 1**

16 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
17 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
18 overly broad and that the phrase “subject to” is vague and ambiguous such that Defendant cannot  
19 properly admit or deny the RFA.

20 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
21 admits that certain of the Major League Rules apply to Defendant.

22  
23  
24  
25  
26 <sup>1</sup> Defendant has repeated Plaintiffs’ First Requests for Admission verbatim as they were  
27 served upon Defendant and has made no corrections with respect to spelling, grammar,  
28 typographical errors, or any other error in syntax.

1 **REQUEST FOR ADMISSION NO. 2**

2 Admit that You comply with the Major League Rules.

3 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 2**

4 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
5 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
6 overly broad and that the phrase “comply with” is vague and ambiguous such that Defendant  
7 cannot properly admit or deny the RFA.

8 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
9 admits that it is the Club’s practice to comply with the Major League Rules applicable to the Club  
10 to the extent appropriate.

11  
12 **REQUEST FOR ADMISSION NO. 3**

13 Admit that You comply with Major League Rule 3 when signing Your Minor Leaguers to  
14 employment contracts.

15 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 3**

16 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
17 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
18 phrases “employment contract” and “comply” are vague and ambiguous such that Defendant  
19 cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

20 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
21 admits that Major League Rule 3(a)(1) provides as follows, in part: “[A] Major or Minor League  
22 Club may contract with a player under the conditions and restrictions set forth in this Rule 3.”  
23

24 **REQUEST FOR ADMISSION NO. 4**

25 Admit that when signing Your Minor Leaguers to employment contracts, You use the  
26 Minor League Uniform Player Contract (“UPC”) that is attached to the operative Major League  
27 Rules as MLR Attachment 3.  
28

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 4**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it improperly characterizes a UPC as an “employment contract”; the phrase “employment contract” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that the UPC comprises part of the agreement between a minor league baseball player and the applicable Club.

**REQUEST FOR ADMISSION NO. 5**

Admit that You employ(ed) Your Minor Leaguers.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 5**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is overly broad and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that the UPCs, to which Plaintiffs are parties, provide that Defendant “employs Player to render, and Player agrees to render, skilled services as a Minor League Player...[during] championship playing seasons, commencing with the beginning of the championship playing season...or the portion of that regular championship playing season remaining after the execution date of this Minor League Uniform Player Contract...whichever date is later.”

**REQUEST FOR ADMISSION NO. 6**

Admit that Your Minor Leaguers only receive the wages established in the Addendum C to their UPC’s during Championship Season.



1 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 6**

2 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
3 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
4 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
5 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
6 seeking a response on a disputed conclusion of law.

7 Subject to and without waiving the foregoing objection, Defendant denies this RFA.  
8

9 **REQUEST FOR ADMISSION NO. 7**

10 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
11 C to their UPC’s during spring training.

12 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 7**

13 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
14 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
15 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
16 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
17 seeking a response on a disputed conclusion of law.

18 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
19 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
20 which are evidenced by the documents produced or that will be produced in this action.  
21

22 **REQUEST FOR ADMISSION NO. 8**

23 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
24 C to their UPC’s during instructional leagues.

25 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 8**

26 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
27 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
28

1 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
 2 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
 3 seeking a response on a disputed conclusion of law.

4 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 5 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
 6 which are evidenced by the documents produced or that will be produced in this action.

7  
 8 **REQUEST FOR ADMISSION NO. 9**

9 Admit that Your Minor Leaguers do not receive the wages established in the Addendum C  
 10 to their UPC’s during the months between the end of the Championship Season and spring  
 11 training.

12 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 9**

13 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 14 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 15 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
 16 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
 17 seeking a response on a disputed conclusion of law.

18 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 19 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
 20 which are evidenced by the documents produced or that will be produced in this action.

21  
 22 **REQUEST FOR ADMISSION NO. 10**

23 Admit that You never pay Your Minor Leaguers at an overtime rate, such as time-and-a-  
 24 half the regular rate.

25 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 10**

26 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 27 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 28

phrases “overtime rate” and “regular rate” are vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs did not receive additional compensation calculated at a “time-and-a-half” premium, because they were not entitled to “overtime” pay.

#### **REQUEST FOR ADMISSION NO. 11**

Admit that You do not maintain records showing all hours worked by Your Minor Leaguers.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 11**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the RFA is overly broad; the phrase “hours worked” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

#### **REQUEST FOR ADMISSION NO. 12**

Admit that You do not provide Your Minor Leaguers with wage statements during the periods of spring training, instructional leagues, and other periods outside the Championship Season.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 12**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the RFA is overly broad; the phrase “wage statements” is vague and ambiguous such that Defendant

cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

Dated: September 11, 2015

Respectfully submitted,

/s/ Elise M. Bloom

Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

Rachel Santoro (*pro hac vice*)

**PROSKAUER ROSE LLP**

11 Times Square

New York, NY 10036

Telephone: (212) 969-3000

Facsimile: (212) 969-2900

ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

**PROSKAUER ROSE LLP**

2049 Century Park East, 32nd Floor

Los Angeles, CA 90067-3206

Telephone: (310) 557-2900

Facsimile: (310) 557-2193

*Attorneys for Defendant*

TO: **KOREIN TILLERY, LLC**

Stephen M. Tillery (*pro hac vice*)

Aaron M. Zigler (*pro hac vice*)

Garrett R. Broshuis (*pro hac vice*)

505 North 7th Street, Suite 3600

St. Louis, MO 63101

Telephone: (314) 241-4844

Facsimile: (314) 241-3525

**KOREIN TILLERY, LLC**

George A. Zelcs

205 North Michigan, Suite 1950

Chicago, IL 60601

Telephone: (312) 641-9750

**PEARSON, SIMON & WARSHAW LLP**

Bruce L. Simon (Bar No. 96241)

Benjamin E. Shiftan (Bar No. 265767)

44 Montgomery Street, Suite 2450

San Francisco, CA 94104

Telephone: (415) 433-9000

Facsimile: (415) 433-9008

**PEARSON, SIMON & WARSHAW LLP**

Daniel L. Warshaw (Bar No. 185365)

Bobby Pouya (Bar No. 245527)

Michael H. Pearson (Bar No. 277857)

15165 Ventura Boulevard, Suite 400

Sherman Oaks, California 91403

Telephone: (818) 788-8300

Facsimile: (818) 788-8104

*Plaintiffs' Interim Co-Lead Class Counsel*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendant*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**CERTIFICATE OF SERVICE**

1 I hereby certify that September 11, 2015, I caused to be served the following:

2 Defendant Pittsburgh Associates, L.P.'s Answers and Objections to Plaintiffs' First Set of  
3 Requests for Admission to Franchise Defendants

4 by e-mail on the following counsel for Plaintiffs:

5 **TO: KOREIN TILLERY, LLC**

6 Stephen M. Tillery (*pro hac vice*)  
7 Aaron M. Zigler (*pro hac vice*)  
8 Garrett R. Broshuis (*pro hac vice*)  
9 505 North 7th Street, Suite 3600  
10 St. Louis, MO 63101  
11 Telephone: (314) 241-4844  
12 Facsimile: (314) 241-3525  
13 stillery@koreintillery.com  
14 azigler@koreintillery.com  
15 gbroshuis@koreintillery.com

12 **KOREIN TILLERY, LLC**

13 George A. Zelcs  
14 205 North Michigan, Suite 1950  
15 Chicago, IL 60601  
16 Telephone: (312) 641-9750  
17 Facsimile: (312) 641-9751  
18 gzelcs@koreintillery.com

17 **PEARSON, SIMON & WARSHAW LLP**

18 Bruce L. Simon (Bar No. 96241)  
19 Benjamin E. Shiftan (Bar No. 265767)  
20 44 Montgomery Street, Suite 2450  
21 San Francisco, CA 94104  
22 Telephone: (415) 433-9000  
23 Facsimile: (415) 433-9008  
24 bsimon@pswlaw.com  
25 bshiftan@pswlaw.com

23 **PEARSON, SIMON & WARSHAW LLP**

24 Daniel L. Warshaw (Bar No. 185365)  
25 Bobby Pouya (Bar No. 245527)  
26 Michael H. Pearson (Bar No. 277857)  
27 15165 Ventura Boulevard, Suite 400  
28 Sherman Oaks, California 91403  
Telephone: (818) 788-8300  
Facsimile: (818) 788-8104  
dwarshaw@pswlaw.com

1 bpouya@pswlaw.com  
2 mpearson@pswlaw.com

3 *Plaintiffs' Interim Co-Lead Class Counsel*

4  
5  
6 Dated: September 11, 2015

Respectfully submitted,

7 /s/ Elise M. Bloom

8 Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

9 Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

10 Rachel Santoro (*pro hac vice*)

**PROSKAUER ROSE LLP**

11 11 Times Square

New York, NY 10036

12 Telephone: (212) 969-3000

13 Facsimile: (212) 969-2900

14 ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

**PROSKAUER ROSE LLP**

15 2049 Century Park East, 32nd Floor

16 Los Angeles, CA 90067-3206

17 Telephone: (310) 557-2900

18 Facsimile: (310) 557-2193

*Attorneys for Defendant*



**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hgan@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendant*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**DEFENDANT ST. LOUIS CARDINALS,  
LLC'S ANSWERS AND OBJECTIONS TO  
PLAINTIFFS' FIRST SET OF REQUESTS  
FOR ADMISSION TO FRANCHISE  
DEFENDANTS**

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure (the “Federal Rules”), as well as the Local Rules of Practice in Civil Proceedings before the United States District Court for the Northern District of California (the “Civil Local Rules”), St. Louis Cardinals, LLC (d/b/a “St. Louis Cardinals”) (hereinafter “Defendant,” “Club” or “Cardinals”) by and through its attorneys, Proskauer Rose LLP, hereby responds and objects to Plaintiffs’ First Set of Requests for Admission to Franchise Defendants, dated August 7, 2015 (the “RFAs”):

### **PRELIMINARY STATEMENT**

These responses are made solely for the purpose of this action. These responses are made subject to all objections as to competence, relevance, materiality, propriety and admissibility, and any and all other objections and grounds that would require the exclusion of any statement made herein if any such statement were made by, or if any admissions were requested of, a witness present and testifying in court, all of which objections are expressly reserved and may be interposed up to and including the time of trial.

Defendant has not fully completed the investigation of the facts related to this case and has not fully completed preparation for the trial in this matter. Accordingly, all of the responses set forth herein are based only on such information and documents as are presently available and specifically known to Defendant, and disclose only those contentions as are presently known to Defendant. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add meaning to the known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the contentions herein set forth.

The responses set forth below are provided without prejudice to Defendant’s right to produce evidence of any fact or facts that Defendant may subsequently discover or later recall. Subject to the provisions of the Federal Rules, Defendant reserves the right to correct any inadvertent errors or omissions, and to revise any of the responses set forth herein as additional facts are ascertained, analysis is made, legal research is completed, and contentions are made. The responses set forth herein are made in a good-faith effort to supply as much factual information

1 and as much specification of legal contentions as is presently known, but should in no way be to  
2 the prejudice of the Defendant in relation to further discovery, research or analysis, or the use of  
3 and/or reliance upon subsequently discovered documents.

4 Except for explicit facts admitted in the responses set forth below, no incidental or implicit  
5 admissions are intended. The fact that Defendant has either responded to or objected to a RFA or  
6 part thereof should not be taken as an admission that Defendant has accepted or admitted the  
7 existence of any fact or facts set forth or assumed by such RFA, or that such response or objection  
8 constitutes evidence. The fact that Defendant has responded to part or all of any request is not  
9 intended and shall not be construed to be a waiver by the Defendant of all or any part of any  
10 objection to any RFA.

11 In responding to the RFAs below, Defendant will not provide information protected from  
12 disclosure by the attorney-client privilege, the attorney work product doctrine, the joint  
13 defense/common interest privilege, and/or any other applicable privilege or immunity; information  
14 that is confidential or personal and the disclosure of which would constitute an unwarranted  
15 invasion of an affected person's constitutional, statutory and/or common law rights to privacy and  
16 confidentiality; and private, privileged, and confidential or proprietary commercial, financial, or  
17 business information.

18 The inadvertent or mistaken production of information subject to the protections of the  
19 attorney-client privilege, attorney work-product doctrine, or other privilege will not constitute a  
20 general, inadvertent, implicit, subject matter, separate, independent, or other waiver of such  
21 privilege or protection, and does not put in issue or constitute the affirmative use of the advice of  
22 counsel or of any privileged communications.

23 In providing these responses, Defendant does not waive or intend to waive, but, on the  
24 contrary, reserves or intends to reserve:

- 25 a. all questions as to competency, authenticity, relevancy, materiality, privilege, and  
26 admissibility of the information provided hereunder or the subject matter;
- 27  
28

b. the right to object on any ground to the use of the information provided hereunder or the subject matter thereof at any trial or hearing in this matter or in any related or subsequent action or proceeding; and

c. the right to object on any ground at any time to a demand for further information.

This preliminary statement is incorporated into each of the responses set forth below.

### **OBJECTIONS TO THE DEFINITIONS**

Defendant sets forth the following objections to the “Definitions” section set forth in the RFAs. To the extent applicable, Defendant incorporates each of these objections into each of the responses set forth below.

1. To the extent the “Definitions” seek to impose obligations on Defendant that are in addition to, inconsistent with, or contrary to those imposed by the Federal Rules, the Civil Local Rules, or the Court’s individual rules and/or standing orders, Defendant will apply the definitions and provisions set forth in the Federal Rules, and will respond to the RFA in accordance with those Rules and will not provide information that exceeds the requirements of those Rules.

2. Defendant objects to the definitions of “Minor Leaguer” or “Minor League Baseball Player” in paragraph 2 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome.

3. Defendant objects to the definitions of “You” or “Your” in Paragraph 7 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to entities and individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the

1 following definition: “You” or “Your” shall mean Cardinals and/or the Club’s minor league  
2 affiliates (owned by the Club).

3 4. Defendant objects to the definition of “Plaintiffs” in Paragraph 6 of the  
4 “Definitions” (and in the RFAs applying that definition) because those RFAs seek information  
5 with respect to subject matter that is neither relevant to the claims or defenses of any party nor  
6 reasonably calculated to lead to the discovery of admissible evidence, impermissibly seek  
7 information outside of Defendant’s possession, custody or control, and because such definitions  
8 are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For  
9 purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the following definition:  
10 “Plaintiffs” shall mean Richard Delgado, Matt Frevert and Jeff Nadeau (for the time those  
11 individuals performed services under their Uniform Player Contracts with the Cardinals) only.  
12

### 13 **ANSWERS AND OBJECTIONS<sup>1</sup>**

#### 14 **REQUEST FOR ADMISSION NO. 1**

15 Admit that You are subject to the Major League Rules.

#### 16 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 1**

17 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
18 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
19 overly broad and that the phrase “subject to” is vague and ambiguous such that Defendant cannot  
20 properly admit or deny the RFA.

21 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
22 admits that certain of the Major League Rules apply to Defendant.  
23  
24  
25

---

26 <sup>1</sup> Defendant has repeated Plaintiffs’ First Set of Requests for Admission verbatim as  
27 they were served upon Defendant and has made no corrections with respect to spelling,  
28 grammar, typographical errors, or any other error in syntax.

1 **REQUEST FOR ADMISSION NO. 2**

2 Admit that You comply with the Major League Rules.

3 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 2**

4 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
5 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
6 overly broad and that the phrase “comply with” is vague and ambiguous such that Defendant  
7 cannot properly admit or deny the RFA.

8 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
9 admits that it is the Club’s practice to comply with the Major League Rules applicable to the Club  
10 to the extent appropriate.

11  
12 **REQUEST FOR ADMISSION NO. 3**

13 Admit that You comply with Major League Rule 3 when signing Your Minor Leaguers to  
14 employment contracts.

15 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 3**

16 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
17 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
18 phrases “employment contract” and “comply” are vague and ambiguous such that Defendant  
19 cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

20 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
21 admits that it complies with Major League Rule 3.

22  
23 **REQUEST FOR ADMISSION NO. 4**

24 Admit that when signing Your Minor Leaguers to employment contracts, You use the  
25 Minor League Uniform Player Contract (“UPC”) that is attached to the operative Major League  
26 Rules as MLR Attachment 3.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 4**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it improperly characterizes a UPC as an “employment contract”; the phrase “employment contract” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that the UPC comprises part of the agreement between a minor league baseball player and the applicable Club.

**REQUEST FOR ADMISSION NO. 5**

Admit that You employ(ed) Your Minor Leaguers.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 5**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is overly broad and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that the UPCs, to which Plaintiffs are parties, provide that Defendant “employs Player to render, and Player agrees to render, skilled services as a Minor League Player...[during] championship playing seasons, commencing with the beginning of the championship playing season...or the portion of that regular championship playing season remaining after the execution date of this Minor League Uniform Player Contract...whichever date is later.”

**REQUEST FOR ADMISSION NO. 6**

Admit that Your Minor Leaguers only receive the wages established in the Addendum C to their UPC’s during Championship Season.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 6**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

**REQUEST FOR ADMISSION NO. 7**

Admit that You do not pay Your Minor Leaguers the wages established in the Addendum C to their UPC’s during spring training.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 7**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies, which are evidenced by the documents produced or that will be produced in this action.

**REQUEST FOR ADMISSION NO. 8**

Admit that You do not pay Your Minor Leaguers the wages established in the Addendum C to their UPC’s during instructional leagues.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 8**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the



term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs, have been paid in accordance with their UPCs and applicable Club policies, which are evidenced by the documents produced or that will be produced in this action.

#### **REQUEST FOR ADMISSION NO. 9**

Admit that Your Minor Leaguers do not receive the wages established in the Addendum C to their UPC’s during the months between the end of the Championship Season and spring training.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 9**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs, have been paid in accordance with their UPCs and applicable Club policies, which are evidenced by the documents produced or that will be produced in this action.

#### **REQUEST FOR ADMISSION NO. 10**

Admit that You never pay Your Minor Leaguers at an overtime rate, such as time-and-a-half the regular rate.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 10**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the

phrases “overtime rate” and “regular rate” are vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs did not receive additional compensation calculated at a “time-and-a-half” premium, because they were not entitled to “overtime” pay.

#### **REQUEST FOR ADMISSION NO. 11**

Admit that You do not maintain records showing all hours worked by Your Minor Leaguers.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 11**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the RFA is overly broad; the phrase “hours worked” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that it maintains records for Minor League Players to the extent required by law.

#### **REQUEST FOR ADMISSION NO. 12**

Admit that You do not provide Your Minor Leaguers with wage statements during the periods of spring training, instructional leagues, and other periods outside the Championship Season.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 12**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the RFA is overly broad; the phrase “wage statements” is vague and ambiguous such that Defendant

cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

Dated: September 11, 2015

Respectfully submitted,

/s/ Elise M. Bloom

Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

Rachel Santoro (*pro hac vice*)

**PROSKAUER ROSE LLP**

11 Times Square

New York, NY 10036

Telephone: (212) 969-3000

Facsimile: (212) 969-2900

ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

**PROSKAUER ROSE LLP**

2049 Century Park East, 32nd Floor

Los Angeles, CA 90067-3206

Telephone: (310) 557-2900

Facsimile: (310) 557-2193

*Attorneys for Defendant*

TO: **KOREIN TILLERY, LLC**

Stephen M. Tillery (*pro hac vice*)

Aaron M. Zigler (*pro hac vice*)

Garrett R. Broshuis (*pro hac vice*)

505 North 7th Street, Suite 3600

St. Louis, MO 63101

Telephone: (314) 241-4844

Facsimile: (314) 241-3525

**KOREIN TILLERY, LLC**

George A. Zelcs

205 North Michigan, Suite 1950

Chicago, IL 60601

Telephone: (312) 641-9750

**PEARSON, SIMON & WARSHAW LLP**

Bruce L. Simon (Bar No. 96241)

Benjamin E. Shiftan (Bar No. 265767)

44 Montgomery Street, Suite 2450

San Francisco, CA 94104

Telephone: (415) 433-9000

Facsimile: (415) 433-9008

**PEARSON, SIMON & WARSHAW LLP**

Daniel L. Warshaw (Bar No. 185365)

Bobby Pouya (Bar No. 245527)

Michael H. Pearson (Bar No. 277857)

15165 Ventura Boulevard, Suite 400

Sherman Oaks, California 91403

Telephone: (818) 788-8300

Facsimile: (818) 788-8104

*Plaintiffs' Interim Co-Lead Class Counsel*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendant*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**CERTIFICATE OF SERVICE**

1 I hereby certify that September 11, 2015, I caused to be served the following:

2 Defendant St. Louis Cardinals, LLC's Answers and Objections to Plaintiffs' First Set of  
3 Requests for Admission to Franchise Defendants

4 by e-mail on the following counsel for Plaintiffs:

5 **TO: KOREIN TILLERY, LLC**

6 Stephen M. Tillery (*pro hac vice*)  
7 Aaron M. Zigler (*pro hac vice*)  
8 Garrett R. Broshuis (*pro hac vice*)  
9 505 North 7th Street, Suite 3600  
10 St. Louis, MO 63101  
11 Telephone: (314) 241-4844  
12 Facsimile: (314) 241-3525  
13 stillery@koreintillery.com  
14 azigler@koreintillery.com  
15 gbroshuis@koreintillery.com

12 **KOREIN TILLERY, LLC**

13 George A. Zelcs  
14 205 North Michigan, Suite 1950  
15 Chicago, IL 60601  
16 Telephone: (312) 641-9750  
17 Facsimile: (312) 641-9751  
18 gzelcs@koreintillery.com

17 **PEARSON, SIMON & WARSHAW LLP**

18 Bruce L. Simon (Bar No. 96241)  
19 Benjamin E. Shiftan (Bar No. 265767)  
20 44 Montgomery Street, Suite 2450  
21 San Francisco, CA 94104  
22 Telephone: (415) 433-9000  
23 Facsimile: (415) 433-9008  
24 bsimon@pswlaw.com  
25 bshiftan@pswlaw.com

23 **PEARSON, SIMON & WARSHAW LLP**

24 Daniel L. Warshaw (Bar No. 185365)  
25 Bobby Pouya (Bar No. 245527)  
26 Michael H. Pearson (Bar No. 277857)  
27 15165 Ventura Boulevard, Suite 400  
28 Sherman Oaks, California 91403  
Telephone: (818) 788-8300  
Facsimile: (818) 788-8104  
dwarshaw@pswlaw.com

1 bpouya@pswlaw.com  
2 mpearson@pswlaw.com

3 *Plaintiffs' Interim Co-Lead Class Counsel*

4  
5  
6 Dated: September 11, 2015

Respectfully submitted,

7 /s/ Elise M. Bloom

8 Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

9 Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

10 Rachel Santoro (*pro hac vice*)

**PROSKAUER ROSE LLP**

11 11 Times Square

New York, NY 10036

12 Telephone: (212) 969-3000

13 Facsimile: (212) 969-2900

14 ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

15 **PROSKAUER ROSE LLP**

2049 Century Park East, 32nd Floor

16 Los Angeles, CA 90067-3206

17 Telephone: (310) 557-2900

18 Facsimile: (310) 557-2193

*Attorneys for Defendant*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)

ebloom@proskauer.com

HOWARD L. GANZ

hganz@proskauer.com

NEIL H. ABRAMSON (admitted *pro hac vice*)

nabramson@proskauer.com

ADAM M. LUPION (admitted *pro hac vice*)

alupion@proskauer.com

RACHEL SANTORO (admitted *pro hac vice*)

rsantoro@proskauer.com

Eleven Times Square

New York, NY 10036

Telephone: (212) 969-3000

Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

2049 Century Park East, 32nd Floor

Los Angeles, CA 90067-3206

Telephone: (310) 557-2900

Facsimile: (310) 557-2193

*Attorneys for Defendant*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**DEFENDANT NEW YORK YANKEES  
PARTNERSHIP'S ANSWERS AND  
OBJECTIONS TO PLAINTIFFS' FIRST  
SET OF REQUESTS FOR ADMISSION  
TO FRANCHISE DEFENDANTS**



1 Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure (the “Federal Rules”),  
2 as well as the Local Rules of Practice in Civil Proceedings before the United States District Court  
3 for the Northern District of California (the “Civil Local Rules”), New York Yankees Partnership  
4 (d/b/a “New York Yankees”) (hereinafter “Defendant,” “Club” or “Yankees”) by and through its  
5 attorneys, Proskauer Rose LLP, hereby responds and objects to Plaintiffs’ First Set of Requests for  
6 Admission to Franchise Defendants, dated August 7, 2015 (the “RFAs”):

7 **PRELIMINARY STATEMENT**

8 These responses are made solely for the purpose of this action. These responses are made  
9 subject to all objections as to competence, relevance, materiality, propriety and admissibility, and  
10 any and all other objections and grounds that would require the exclusion of any statement made  
11 herein if any such statement were made by, or if any admissions were requested of, a witness  
12 present and testifying in court, all of which objections are expressly reserved and may be  
13 interposed up to and including the time of trial.

14 Defendant has not fully completed the investigation of the facts related to this case and has  
15 not fully completed preparation for the trial in this matter. Accordingly, all of the responses set  
16 forth herein are based only on such information and documents as are presently available and  
17 specifically known to Defendant, and disclose only those contentions as are presently known to  
18 Defendant. It is anticipated that further discovery, independent investigation, legal research and  
19 analysis will supply additional facts, add meaning to the known facts, as well as establish entirely  
20 new factual conclusions and legal contentions, all of which may lead to substantial additions to,  
21 changes in, and variations from the contentions herein set forth.

22 The responses set forth below are provided without prejudice to Defendant’s right to  
23 produce evidence of any fact or facts that Defendant may subsequently discover or later recall.  
24 Subject to the provisions of the Federal Rules, Defendant reserves the right to correct any  
25 inadvertent errors or omissions, and to revise any of the responses set forth herein as additional  
26 facts are ascertained, analysis is made, legal research is completed, and contentions are made. The

1 responses set forth herein are made in a good-faith effort to supply as much factual information  
2 and as much specification of legal contentions as is presently known, but should in no way be to  
3 the prejudice of the Defendant in relation to further discovery, research or analysis, or the use of  
4 and/or reliance upon subsequently discovered documents.

5 Except for explicit facts admitted in the responses set forth below, no incidental or implicit  
6 admissions are intended. The fact that Defendant has either responded to or objected to a RFA or  
7 part thereof should not be taken as an admission that Defendant has accepted or admitted the  
8 existence of any fact or facts set forth or assumed by such RFA, or that such response or objection  
9 constitutes evidence. The fact that Defendant has responded to part or all of any request is not  
10 intended and shall not be construed to be a waiver by the Defendant of all or any part of any  
11 objection to any RFA.

12 In responding to the RFAs below, Defendant will not provide information protected from  
13 disclosure by the attorney-client privilege, the attorney work product doctrine, the joint  
14 defense/common interest privilege, and/or any other applicable privilege or immunity; information  
15 that is confidential or personal and the disclosure of which would constitute an unwarranted  
16 invasion of an affected person's constitutional, statutory and/or common law rights to privacy and  
17 confidentiality; and private, privileged, and confidential or proprietary commercial, financial, or  
18 business information.

19 The inadvertent or mistaken production of information subject to the protections of the  
20 attorney-client privilege, attorney work-product doctrine, or other privilege will not constitute a  
21 general, inadvertent, implicit, subject matter, separate, independent, or other waiver of such  
22 privilege or protection, and does not put in issue or constitute the affirmative use of the advice of  
23 counsel or of any privileged communications.

24 In providing these responses, Defendant does not waive or intend to waive, but, on the  
25 contrary, reserves or intends to reserve:

- a. all questions as to competency, authenticity, relevancy, materiality, privilege, and admissibility of the information provided hereunder or the subject matter;
- b. the right to object on any ground to the use of the information provided hereunder or the subject matter thereof at any trial or hearing in this matter or in any related or subsequent action or proceeding; and
- c. the right to object on any ground at any time to a demand for further information.

This preliminary statement is incorporated into each of the responses set forth below.

### **OBJECTIONS TO THE DEFINITIONS**

Defendant sets forth the following objections to the “Definitions” section set forth in the RFAs. To the extent applicable, Defendant incorporates each of these objections into each of the responses set forth below.

1. To the extent the “Definitions” seek to impose obligations on Defendant that are in addition to, inconsistent with, or contrary to those imposed by the Federal Rules, the Civil Local Rules, or the Court’s individual rules and/or standing orders, Defendant will apply the definitions and provisions set forth in the Federal Rules, and will respond to the RFA in accordance with those Rules and will not provide information that exceeds the requirements of those Rules.

2. Defendant objects to the definitions of “Minor Leaguer” or “Minor League Baseball Player” in paragraph 2 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome.

3. Defendant objects to the definitions of “You” or “Your” in Paragraph 7 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to entities and individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such

1 definitions are overbroad and the RFAs applying such definitions are therefore unduly  
 2 burdensome. For purposes of Defendant's responses to Plaintiffs' RFAs, Defendant applies the  
 3 following definition: "You" or "Your" shall mean Yankees and/or the Club's minor league  
 4 affiliates (owned by the Club).

5 4. Defendant objects to the definition of "Plaintiffs" in Paragraph 6 of the  
 6 "Definitions" (and in the RFAs applying that definition) because those RFAs seek information  
 7 with respect to subject matter that is neither relevant to the claims or defenses of any party nor  
 8 reasonably calculated to lead to the discovery of admissible evidence, impermissibly seek  
 9 information outside of Defendant's possession, custody or control, and because such definitions  
 10 are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For  
 11 purposes of Defendant's responses to Plaintiffs' RFAs, Defendant applies the following definition:  
 12 "Plaintiffs" shall mean Grant Duff and Mitch Hilligoss (for the time those individuals performed  
 13 services under their Uniform Player Contracts with the Yankees) only.

#### 14 **ANSWERS AND OBJECTIONS<sup>1</sup>**

##### 15 **REQUEST FOR ADMISSION NO. 1**

16 Admit that You are subject to the Major League Rules.

##### 17 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 1**

18 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 19 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
 20 overly broad and that the phrase "subject to" is vague and ambiguous such that Defendant cannot  
 21 properly admit or deny the RFA.  
 22

23 \_\_\_\_\_  
 24 <sup>1</sup> Defendant has repeated Plaintiffs' First Set of Requests for Admission verbatim as they  
 25 were served upon Defendant and has made no corrections with respect to spelling,  
 26 grammar, typographical errors, or any other error in syntax.

1 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
2 admits that certain of the Major League Rules apply to Defendant.

3  
4 **REQUEST FOR ADMISSION NO. 2**

5 Admit that You comply with the Major League Rules.

6 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 2**

7 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
8 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
9 overly broad and that the phrase “comply with” is vague and ambiguous such that Defendant  
10 cannot properly admit or deny the RFA.

11 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
12 admits that it is the Club’s practice to comply with the Major League Rules applicable to the Club  
13 to the extent appropriate.

14  
15 **REQUEST FOR ADMISSION NO. 3**

16 Admit that You comply with Major League Rule 3 when signing Your Minor Leaguers to  
17 employment contracts.

18 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 3**

19 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
20 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
21 phrases “employment contract” and “comply” are vague and ambiguous such that Defendant  
22 cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

23 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
24 admits that Major League Rule 3(a)(1) provides as follows, in part: “[A] Major or Minor League  
25 Club may contract with a player under the conditions and restrictions set forth in this Rule 3.”

1 **REQUEST FOR ADMISSION NO. 4**

2 Admit that when signing Your Minor Leaguers to employment contracts, You use the  
3 Minor League Uniform Player Contract (“UPC”) that is attached to the operative Major League  
4 Rules as MLR Attachment 3.

5 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 4**

6 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
7 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it  
8 improperly characterizes a UPC as an “employment contract”; the phrase “employment contract”  
9 is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA  
10 assumes facts not in evidence.

11 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
12 admits that the UPC comprises part of the agreement between a minor league baseball player and  
13 the applicable Club.

14  
15 **REQUEST FOR ADMISSION NO. 5**

16 Admit that You employ(ed) Your Minor Leaguers.

17 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 5**

18 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
19 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
20 overly broad and the RFA exceeds the scope of permissible discovery in a request for admission  
21 by seeking a response on a disputed conclusion of law.

22 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
23 admits that the UPCs, to which Plaintiffs are parties, provide that Defendant “employs Player to  
24 render, and Player agrees to render, skilled services as a Minor League Player...[during]  
25 championship playing seasons, commencing with the beginning of the championship playing  
26 season...or the portion of that regular championship playing season remaining after the execution

1 date of this Minor League Uniform Player Contract...whichever date is later.”

2  
3 **REQUEST FOR ADMISSION NO. 6**

4 Admit that Your Minor Leaguers only receive the wages established in the Addendum C to  
5 their UPC’s during Championship Season.

6 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 6**

7 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
8 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
9 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
10 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
11 seeking a response on a disputed conclusion of law.

12 Subject to and without waiving the foregoing objection, Defendant denies this RFA.

13  
14 **REQUEST FOR ADMISSION NO. 7**

15 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
16 C to their UPC’s during spring training.

17 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 7**

18 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
19 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
20 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
21 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
22 seeking a response on a disputed conclusion of law.

23 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
24 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
25 which are evidenced by the documents produced or that will be produced in this action.

**REQUEST FOR ADMISSION NO. 8**

Admit that You do not pay Your Minor Leaguers the wages established in the Addendum C to their UPC's during instructional leagues.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 8**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the term "wages" is vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies, which are evidenced by the documents produced or that will be produced in this action.

**REQUEST FOR ADMISSION NO. 9**

Admit that Your Minor Leaguers do not receive the wages established in the Addendum C to their UPC's during the months between the end of the Championship Season and spring training.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 9**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the term "wages" is vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies, which are evidenced by the documents produced or that will be produced in this action.



**REQUEST FOR ADMISSION NO. 10**

Admit that You never pay Your Minor Leaguers at an overtime rate, such as time-and-a-half the regular rate.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 10**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the phrases “overtime rate” and “regular rate” are vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs did not receive additional compensation calculated at a “time-and-a-half” premium, because they were not entitled to “overtime” pay.

**REQUEST FOR ADMISSION NO. 11**

Admit that You do not maintain records showing all hours worked by Your Minor Leaguers.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 11**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the RFA is overly broad; the phrase “hours worked” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

**REQUEST FOR ADMISSION NO. 12**

Admit that You do not provide Your Minor Leaguers with wage statements during the periods of spring training, instructional leagues, and other periods outside the Championship Season.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 12**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the RFA is overly broad; the phrase “wage statements” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

Dated: September 11, 2015

Respectfully submitted,

/s/ Elise M. Bloom

Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

Neil H. Abramson (*pro hac vice*)

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Rachel Santoro (*pro hac vice*)

**PROSKAUER ROSE LLP**

11 Times Square

New York, NY 10036

Telephone: (212) 969-3000

Facsimile: (212) 969-2900

ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

**PROSKAUER ROSE LLP**

2049 Century Park East, 32nd Floor

Los Angeles, CA 90067-3206

Telephone: (310) 557-2900

Facsimile: (310) 557-2193

*Attorneys for Defendant*

TO: **KOREIN TILLERY, LLC**

Stephen M. Tillery (*pro hac vice*)

1 Aaron M. Zigler (*pro hac vice*)  
2 Garrett R. Broshuis (*pro hac vice*)  
3 505 North 7th Street, Suite 3600  
4 St. Louis, MO 63101  
5 Telephone: (314) 241-4844  
6 Facsimile: (314) 241-3525

7 **KOREIN TILLERY, LLC**

8 George A. Zelcs  
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15 44 Montgomery Street, Suite 2450  
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21 Bobby Pouya (Bar No. 245527)  
22 Michael H. Pearson (Bar No. 277857)  
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24 Sherman Oaks, California 91403  
25 Telephone: (818) 788-8300  
26 Facsimile: (818) 788-8104

27 *Plaintiffs' Interim Co-Lead Class Counsel*

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ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
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Plaintiffs,

vs.

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BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**CERTIFICATE OF SERVICE**

1 I hereby certify that September 11, 2015, I caused to be served the following:

2 Defendant New York Yankees Partnership's Answers and Objections to Plaintiffs' First  
3 Set of Requests for Admission to Franchise Defendants

4 by e-mail on the following counsel for Plaintiffs:

5 **TO: KOREIN TILLERY, LLC**

6 Stephen M. Tillery (*pro hac vice*)  
7 Aaron M. Zigler (*pro hac vice*)  
8 Garrett R. Broshuis (*pro hac vice*)  
9 505 North 7th Street, Suite 3600  
10 St. Louis, MO 63101  
11 Telephone: (314) 241-4844  
12 Facsimile: (314) 241-3525  
13 stillery@koreintillery.com  
14 azigler@koreintillery.com  
15 gbroshuis@koreintillery.com

12 **KOREIN TILLERY, LLC**

13 George A. Zelcs  
14 205 North Michigan, Suite 1950  
15 Chicago, IL 60601  
16 Telephone: (312) 641-9750  
17 Facsimile: (312) 641-9751  
18 gzelcs@koreintillery.com

17 **PEARSON, SIMON & WARSHAW LLP**

18 Bruce L. Simon (Bar No. 96241)  
19 Benjamin E. Shiftan (Bar No. 265767)  
20 44 Montgomery Street, Suite 2450  
21 San Francisco, CA 94104  
22 Telephone: (415) 433-9000  
23 Facsimile: (415) 433-9008  
24 bsimon@pswlaw.com  
25 bshiftan@pswlaw.com

23 **PEARSON, SIMON & WARSHAW LLP**

24 Daniel L. Warshaw (Bar No. 185365)  
25 Bobby Pouya (Bar No. 245527)  
26 Michael H. Pearson (Bar No. 277857)  
27 15165 Ventura Boulevard, Suite 400  
28 Sherman Oaks, California 91403  
Telephone: (818) 788-8300  
Facsimile: (818) 788-8104  
dwarshaw@pswlaw.com

1 bpouya@pswlaw.com  
2 mpearson@pswlaw.com

3 *Plaintiffs' Interim Co-Lead Class Counsel*

4  
5  
6 Dated: September 11, 2015

Respectfully submitted,

7 /s/ Elise M. Bloom

8 Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

9 Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

10 Rachel Santoro (*pro hac vice*)

**PROSKAUER ROSE LLP**

11 11 Times Square

New York, NY 10036

12 Telephone: (212) 969-3000

13 Facsimile: (212) 969-2900

14 ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

**PROSKAUER ROSE LLP**

15 2049 Century Park East, 32nd Floor

16 Los Angeles, CA 90067-3206

17 Telephone: (310) 557-2900

18 Facsimile: (310) 557-2193

*Attorneys for Defendant*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)

ebloom@proskauer.com

HOWARD L. GANZ

hganz@proskauer.com

NEIL H. ABRAMSON (admitted *pro hac vice*)

nabramson@proskauer.com

ADAM M. LUPION (admitted *pro hac vice*)

alupion@proskauer.com

RACHEL SANTORO (admitted *pro hac vice*)

rsantoro@proskauer.com

Eleven Times Square

New York, NY 10036

Telephone: (212) 969-3000

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ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

2049 Century Park East, 32nd Floor

Los Angeles, CA 90067-3206

Telephone: (310) 557-2900

Facsimile: (310) 557-2193

*Attorneys for Defendant*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**DEFENDANT MIAMI MARLINS, L.P.'S  
ANSWERS AND OBJECTIONS TO  
PLAINTIFFS' FIRST SET OF REQUESTS  
FOR ADMISSION TO FRANCHISE  
DEFENDANTS**

1 Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure (the “Federal Rules”),  
2 as well as the Local Rules of Practice in Civil Proceedings before the United States District Court  
3 for the Northern District of California (the “Civil Local Rules”), Miami Marlins, L.P. (d/b/a  
4 “Miami Marlins”) (hereinafter “Defendant,” “Club” or “Marlins”) by and through its attorneys,  
5 Proskauer Rose LLP, hereby responds and objects to Plaintiffs’ First Set of Requests for  
6 Admission to Franchise Defendants, dated August 7, 2015 (the “RFAs”):

7 **PRELIMINARY STATEMENT**

8 These responses are made solely for the purpose of this action. These responses are made  
9 subject to all objections as to competence, relevance, materiality, propriety and admissibility, and  
10 any and all other objections and grounds that would require the exclusion of any statement made  
11 herein if any such statement were made by, or if any admissions were requested of, a witness  
12 present and testifying in court, all of which objections are expressly reserved and may be  
13 interposed up to and including the time of trial.

14 Defendant has not fully completed the investigation of the facts related to this case and has  
15 not fully completed preparation for the trial in this matter. Accordingly, all of the responses set  
16 forth herein are based only on such information and documents as are presently available and  
17 specifically known to Defendant, and disclose only those contentions as are presently known to  
18 Defendant. It is anticipated that further discovery, independent investigation, legal research and  
19 analysis will supply additional facts, add meaning to the known facts, as well as establish entirely  
20 new factual conclusions and legal contentions, all of which may lead to substantial additions to,  
21 changes in, and variations from the contentions herein set forth.

22 The responses set forth below are provided without prejudice to Defendant’s right to  
23 produce evidence of any fact or facts that Defendant may subsequently discover or later recall.  
24 Subject to the provisions of the Federal Rules, Defendant reserves the right to correct any  
25 inadvertent errors or omissions, and to revise any of the responses set forth herein as additional  
26 facts are ascertained, analysis is made, legal research is completed, and contentions are made. The



1 responses set forth herein are made in a good-faith effort to supply as much factual information  
2 and as much specification of legal contentions as is presently known, but should in no way be to  
3 the prejudice of the Defendant in relation to further discovery, research or analysis, or the use of  
4 and/or reliance upon subsequently discovered documents.

5 Except for explicit facts admitted in the responses set forth below, no incidental or implicit  
6 admissions are intended. The fact that Defendant has either responded to or objected to a RFA or  
7 part thereof should not be taken as an admission that Defendant has accepted or admitted the  
8 existence of any fact or facts set forth or assumed by such RFA, or that such response or objection  
9 constitutes evidence. The fact that Defendant has responded to part or all of any request is not  
10 intended and shall not be construed to be a waiver by the Defendant of all or any part of any  
11 objection to any RFA.

12 In responding to the RFAs below, Defendant will not provide information protected from  
13 disclosure by the attorney-client privilege, the attorney work product doctrine, the joint  
14 defense/common interest privilege, and/or any other applicable privilege or immunity; information  
15 that is confidential or personal and the disclosure of which would constitute an unwarranted  
16 invasion of an affected person's constitutional, statutory and/or common law rights to privacy and  
17 confidentiality; and private, privileged, and confidential or proprietary commercial, financial, or  
18 business information.

19 The inadvertent or mistaken production of information subject to the protections of the  
20 attorney-client privilege, attorney work-product doctrine, or other privilege will not constitute a  
21 general, inadvertent, implicit, subject matter, separate, independent, or other waiver of such  
22 privilege or protection, and does not put in issue or constitute the affirmative use of the advice of  
23 counsel or of any privileged communications.

24 In providing these responses, Defendant does not waive or intend to waive, but, on the  
25 contrary, reserves or intends to reserve:

- a. all questions as to competency, authenticity, relevancy, materiality, privilege, and admissibility of the information provided hereunder or the subject matter;
- b. the right to object on any ground to the use of the information provided hereunder or the subject matter thereof at any trial or hearing in this matter or in any related or subsequent action or proceeding; and
- c. the right to object on any ground at any time to a demand for further information.

This preliminary statement is incorporated into each of the responses set forth below.

### **OBJECTIONS TO THE DEFINITIONS**

Defendant sets forth the following objections to the “Definitions” section set forth in the RFAs. To the extent applicable, Defendant incorporates each of these objections into each of the responses set forth below.

1. To the extent the “Definitions” seek to impose obligations on Defendant that are in addition to, inconsistent with, or contrary to those imposed by the Federal Rules, the Civil Local Rules, or the Court’s individual rules and/or standing orders, Defendant will apply the definitions and provisions set forth in the Federal Rules, and will respond to the RFA in accordance with those Rules and will not provide information that exceeds the requirements of those Rules.

2. Defendant objects to the definitions of “Minor Leaguer” or “Minor League Baseball Player” in paragraph 2 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome.

3. Defendant objects to the definitions of “You” or “Your” in Paragraph 7 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to entities and individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such

1 definitions are overbroad and the RFAs applying such definitions are therefore unduly  
 2 burdensome. For purposes of Defendant's responses to Plaintiffs' RFAs, Defendant applies the  
 3 following definition: "You" or "Your" shall mean Marlins and/or the Club's minor league  
 4 affiliates (owned by the Club).

5 4. Defendant objects to the definition of "Plaintiffs" in Paragraph 6 of the  
 6 "Definitions" (and in the RFAs applying that definition) because those RFAs seek information  
 7 with respect to subject matter that is neither relevant to the claims or defenses of any party nor  
 8 reasonably calculated to lead to the discovery of admissible evidence, impermissibly seek  
 9 information outside of Defendant's possession, custody or control, and because such definitions  
 10 are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For  
 11 purposes of Defendant's responses to Plaintiffs' RFAs, Defendant applies the following definition:  
 12 "Plaintiffs" shall mean Benjamin Lasater, Aaron Senne, Brad Stone and Donnie Webb (for the  
 13 time those individuals performed services under their Uniform Player Contracts with the Marlins)  
 14 only.

## 15 ANSWERS AND OBJECTIONS<sup>1</sup>

### 16 REQUEST FOR ADMISSION NO. 1

17 Admit that You are subject to the Major League Rules.

### 18 ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 1

19 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 20 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
 21  
 22  
 23

---

24 <sup>1</sup> Defendant has repeated Plaintiffs' First Set of Requests for Admission verbatim as they  
 25 were served upon Defendant and has made no corrections with respect to spelling,  
 26 grammar, typographical errors, or any other error in syntax.

1 overly broad and that the phrase “subject to” is vague and ambiguous such that Defendant cannot  
2 properly admit or deny the RFA.

3 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
4 admits that certain of the Major League Rules apply to Defendant.

5  
6 **REQUEST FOR ADMISSION NO. 2**

7 Admit that You comply with the Major League Rules.

8 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 2**

9 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
10 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
11 overly broad and that the phrase “comply with” is vague and ambiguous such that Defendant  
12 cannot properly admit or deny the RFA.

13 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
14 admits that it is the Club’s practice to comply with the Major League Rules applicable to the Club  
15 to the extent appropriate.

16  
17 **REQUEST FOR ADMISSION NO. 3**

18 Admit that You comply with Major League Rule 3 when signing Your Minor Leaguers to  
19 employment contracts.

20 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 3**

21 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
22 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
23 phrases “employment contract” and “comply” are vague and ambiguous such that Defendant  
24 cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

1 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 2 admits that Major League Rule 3(a)(1) provides as follows, in part: “[A] Major or Minor League  
 3 Club may contract with a player under the conditions and restrictions set forth in this Rule 3.”  
 4

5 **REQUEST FOR ADMISSION NO. 4**

6 Admit that when signing Your Minor Leaguers to employment contracts, You use the  
 7 Minor League Uniform Player Contract (“UPC”) that is attached to the operative Major League  
 8 Rules as MLR Attachment 3.

9 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 4**

10 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 11 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it  
 12 improperly characterizes a UPC as an “employment contract”; the phrase “employment contract”  
 13 is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA  
 14 assumes facts not in evidence.

15 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 16 admits that the UPC comprises part of the agreement between a minor league baseball player and  
 17 the applicable Club.  
 18

19 **REQUEST FOR ADMISSION NO. 5**

20 Admit that You employ(ed) Your Minor Leaguers.

21 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 5**

22 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 23 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
 24 overly broad and the RFA exceeds the scope of permissible discovery in a request for admission  
 25 by seeking a response on a disputed conclusion of law.

26 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except

1 admits that the UPCs, to which Plaintiffs are parties, provide that Defendant “employs Player to  
 2 render and Player agrees to render, skilled services as a Minor League Player...[during]  
 3 championship playing seasons, commencing with the beginning of the championship playing  
 4 season...or the portion of that regular championship playing season remaining after the execution  
 5 date of this Minor League Uniform Player Contract...whichever date is later.”

6  
 7 **REQUEST FOR ADMISSION NO. 6**

8 Admit that Your Minor Leaguers only receive the wages established in the Addendum C to  
 9 their UPC’s during Championship Season.

10 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 6**

11 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 12 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 13 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
 14 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
 15 seeking a response on a disputed conclusion of law.

16 Subject to and without waiving the foregoing objection, Defendant denies this RFA.

17  
 18 **REQUEST FOR ADMISSION NO. 7**

19 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
 20 C to their UPC’s during spring training.

21 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 7**

22 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 23 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 24 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
 25 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
 26 seeking a response on a disputed conclusion of law.

1 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 2 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
 3 which are evidenced by the documents produced or that will be produced in this action.

4  
 5 **REQUEST FOR ADMISSION NO. 8**

6 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
 7 C to their UPC's during instructional leagues.

8 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 8**

9 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 10 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 11 term "wages" is vague and ambiguous such that Defendant cannot properly admit or deny the  
 12 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
 13 seeking a response on a disputed conclusion of law.

14 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 15 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
 16 which are evidenced by the documents produced or that will be produced in this action.

17  
 18 **REQUEST FOR ADMISSION NO. 9**

19 Admit that Your Minor Leaguers do not receive the wages established in the Addendum C  
 20 to their UPC's during the months between the end of the Championship Season and spring  
 21 training.

22 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 9**

23 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 24 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 25 term "wages" is vague and ambiguous such that Defendant cannot properly admit or deny the  
 26

RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies, which are evidenced by the documents produced or that will be produced in this action.

#### **REQUEST FOR ADMISSION NO. 10**

Admit that You never pay Your Minor Leaguers at an overtime rate, such as time-and-a-half the regular rate.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 10**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the phrases “overtime rate” and “regular rate” are vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs did not receive additional compensation calculated at a “time-and-a-half” premium, because they were not entitled to “overtime” pay.

#### **REQUEST FOR ADMISSION NO. 11**

Admit that You do not maintain records showing all hours worked by Your Minor Leaguers.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 11**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the RFA is overly broad; the phrase “hours worked” is vague and ambiguous such that Defendant



cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

**REQUEST FOR ADMISSION NO. 12**

Admit that You do not provide Your Minor Leaguers with wage statements during the periods of spring training, instructional leagues, and other periods outside the Championship Season.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 12**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the RFA is overly broad; the phrase “wage statements” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

Dated: September 11, 2015

Respectfully submitted,

/s/ Elise M. Bloom

Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

Rachel Santoro (*pro hac vice*)

**PROSKAUER ROSE LLP**

11 Times Square

New York, NY 10036

Telephone: (212) 969-3000

Facsimile: (212) 969-2900

ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

**PROSKAUER ROSE LLP**

2049 Century Park East, 32nd Floor

Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193  
*Attorneys for Defendant*

TO: **KOREIN TILLERY, LLC**  
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Aaron M. Zigler (*pro hac vice*)  
Garrett R. Broshuis (*pro hac vice*)  
505 North 7th Street, Suite 3600  
St. Louis, MO 63101  
Telephone: (314) 241-4844  
Facsimile: (314) 241-3525

**KOREIN TILLERY, LLC**  
George A. Zelcs  
205 North Michigan, Suite 1950  
Chicago, IL 60601  
Telephone: (312) 641-9750

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44 Montgomery Street, Suite 2450  
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15165 Ventura Boulevard, Suite 400  
Sherman Oaks, California 91403  
Telephone: (818) 788-8300  
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*Plaintiffs' Interim Co-Lead Class Counsel*

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ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
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nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
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rsantoro@proskauer.com  
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Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

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ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
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Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendant*

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Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

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9 505 North 7th Street, Suite 3600  
10 St. Louis, MO 63101  
11 Telephone: (314) 241-4844  
12 Facsimile: (314) 241-3525  
13 stillery@koreintillery.com  
14 azigler@koreintillery.com  
15 gbroshuis@koreintillery.com

12 **KOREIN TILLERY, LLC**

13 George A. Zelcs  
14 205 North Michigan, Suite 1950  
15 Chicago, IL 60601  
16 Telephone: (312) 641-9750  
17 Facsimile: (312) 641-9751  
18 gzelcs@koreintillery.com

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18 Bruce L. Simon (Bar No. 96241)  
19 Benjamin E. Shiftan (Bar No. 265767)  
20 44 Montgomery Street, Suite 2450  
21 San Francisco, CA 94104  
22 Telephone: (415) 433-9000  
23 Facsimile: (415) 433-9008  
24 bsimon@pswlaw.com  
25 bshiftan@pswlaw.com

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24 Daniel L. Warshaw (Bar No. 185365)  
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27 15165 Ventura Boulevard, Suite 400  
28 Sherman Oaks, California 91403  
Telephone: (818) 788-8300  
Facsimile: (818) 788-8104  
dwarshaw@pswlaw.com

1 bpouya@pswlaw.com  
2 mpearson@pswlaw.com

3 *Plaintiffs' Interim Co-Lead Class Counsel*

4  
5  
6 Dated: September 11, 2015

Respectfully submitted,

7 /s/ Elise M. Bloom

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16 Los Angeles, CA 90067-3206

17 Telephone: (310) 557-2900

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*Attorneys for Defendant*

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HOWARD L. GANZ

hganz@proskauer.com

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*Attorneys for Defendant*

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ADMISSION TO FRANCHISE  
DEFENDANTS**

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure (the “Federal Rules”), as well as the Local Rules of Practice in Civil Proceedings before the United States District Court for the Northern District of California (the “Civil Local Rules”), Angels Baseball LP (d/b/a “Los Angeles Anaheim Angels”) (hereinafter “Defendant,” “Club” or “Angels”) by and through its attorneys, Proskauer Rose LLP, hereby responds and objects to Plaintiffs’ First Requests for Admission to Franchise Defendants, dated August 7, 2015 (the “RFAs”):

### **PRELIMINARY STATEMENT**

These responses are made solely for the purpose of this action. These responses are made subject to all objections as to competence, relevance, materiality, propriety and admissibility, and any and all other objections and grounds that would require the exclusion of any statement made herein if any such statement were made by, or if any admissions were requested of, a witness present and testifying in court, all of which objections are expressly reserved and may be interposed up to and including the time of trial.

Defendant has not fully completed the investigation of the facts related to this case and has not fully completed preparation for the trial in this matter. Accordingly, all of the responses set forth herein are based only on such information and documents as are presently available and specifically known to Defendant, and disclose only those contentions as are presently known to Defendant. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add meaning to the known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the contentions herein set forth.

The responses set forth below are provided without prejudice to Defendant’s right to produce evidence of any fact or facts that Defendant may subsequently discover or later recall. Subject to the provisions of the Federal Rules, Defendant reserves the right to correct any inadvertent errors or omissions, and to revise any of the responses set forth herein as additional facts are ascertained, analysis is made, legal research is completed, and contentions are made. The

1 responses set forth herein are made in a good-faith effort to supply as much factual information  
2 and as much specification of legal contentions as is presently known, but should in no way be to  
3 the prejudice of the Defendant in relation to further discovery, research or analysis, or the use of  
4 and/or reliance upon subsequently discovered documents.

5 Except for explicit facts admitted in the responses set forth below, no incidental or implicit  
6 admissions are intended. The fact that Defendant has either responded to or objected to a RFA or  
7 part thereof should not be taken as an admission that Defendant has accepted or admitted the  
8 existence of any fact or facts set forth or assumed by such RFA, or that such response or objection  
9 constitutes evidence. The fact that Defendant has responded to part or all of any request is not  
10 intended and shall not be construed to be a waiver by the Defendant of all or any part of any  
11 objection to any RFA.

12 In responding to the RFAs below, Defendant will not provide information protected from  
13 disclosure by the attorney-client privilege, the attorney work product doctrine, the joint  
14 defense/common interest privilege, and/or any other applicable privilege or immunity; information  
15 that is confidential or personal and the disclosure of which would constitute an unwarranted  
16 invasion of an affected person's constitutional, statutory and/or common law rights to privacy and  
17 confidentiality; and private, privileged, and confidential or proprietary commercial, financial, or  
18 business information.

19 The inadvertent or mistaken production of information subject to the protections of the  
20 attorney-client privilege, attorney work-product doctrine, or other privilege will not constitute a  
21 general, inadvertent, implicit, subject matter, separate, independent, or other waiver of such  
22 privilege or protection, and does not put in issue or constitute the affirmative use of the advice of  
23 counsel or of any privileged communications.

24 In providing these responses, Defendant does not waive or intend to waive, but, on the  
25 contrary, reserves or intends to reserve:



- a. all questions as to competency, authenticity, relevancy, materiality, privilege, and admissibility of the information provided hereunder or the subject matter;
- b. the right to object on any ground to the use of the information provided hereunder or the subject matter thereof at any trial or hearing in this matter or in any related or subsequent action or proceeding; and
- c. the right to object on any ground at any time to a demand for further information.

This preliminary statement is incorporated into each of the responses set forth below.

### **OBJECTIONS TO THE DEFINITIONS**

Defendant sets forth the following objections to the “Definitions” section set forth in the RFAs. To the extent applicable, Defendant incorporates each of these objections into each of the responses set forth below.

1. To the extent the “Definitions” seek to impose obligations on Defendant that are in addition to, inconsistent with, or contrary to those imposed by the Federal Rules, the Civil Local Rules, or the Court’s individual rules and/or standing orders, Defendant will apply the definitions and provisions set forth in the Federal Rules, and will respond to the RFA in accordance with those Rules and will not provide information that exceeds the requirements of those Rules.

2. Defendant objects to the definitions of “Minor Leaguer” or “Minor League Baseball Player” in paragraph 2 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome.

3. Defendant objects to the definitions of “You” or “Your” in Paragraph 7 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to entities and individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such

1 definitions are overbroad and the RFAs applying such definitions are therefore unduly  
 2 burdensome. For purposes of Defendant's responses to Plaintiffs' RFAs, Defendant applies the  
 3 following definition: "You" or "Your" shall mean the Angels and/or the Club's minor league  
 4 affiliates (owned by the Club).

5 4. Defendant objects to the definition of "Plaintiffs" in Paragraph 6 of the  
 6 "Definitions" (and in the RFAs applying that definition) because those RFAs seek information  
 7 with respect to subject matter that is neither relevant to the claims or defenses of any party nor  
 8 reasonably calculated to lead to the discovery of admissible evidence, impermissibly seek  
 9 information outside of Defendant's possession, custody or control, and because such definitions  
 10 are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For  
 11 purposes of Defendant's responses to Plaintiffs' RFAs, Defendant applies the following definition:  
 12 "Plaintiffs" shall mean Stephen Locke, Aaron Meade and Dakota Robinson (for the time those  
 13 individuals performed services under their Uniform Player Contracts with the Angels) only.

## 14 **ANSWERS AND OBJECTIONS<sup>1</sup>**

### 15 **REQUEST FOR ADMISSION NO. 1**

16 Admit that You are subject to the Major League Rules.

### 17 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 1**

18 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 19 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
 20 overly broad and that the phrase "subject to" is vague and ambiguous such that Defendant cannot  
 21 properly admit or deny the RFA.  
 22

23  
 24 <sup>1</sup> Defendant has repeated Plaintiffs' First Requests for Admission verbatim as they were  
 25 served upon Defendant and has made no corrections with respect to spelling, grammar,  
 26 typographical errors, or any other error in syntax.

1 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
2 admits that certain of the Major League Rules apply to Defendant.

3  
4 **REQUEST FOR ADMISSION NO. 2**

5 Admit that You comply with the Major League Rules.

6 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 2**

7 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
8 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
9 overly broad and that the phrase “comply with” is vague and ambiguous such that Defendant  
10 cannot properly admit or deny the RFA.

11 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
12 admits that it is the Club’s practice to comply with the Major League Rules applicable to the Club  
13 to the extent appropriate.

14  
15 **REQUEST FOR ADMISSION NO. 3**

16 Admit that You comply with Major League Rule 3 when signing Your Minor Leaguers to  
17 employment contracts.

18 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 3**

19 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
20 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
21 phrases “employment contract” and “comply” are vague and ambiguous such that Defendant  
22 cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

23 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
24 admits that Major League Rule 3(a)(1) provides as follows, in part: “[A] Major or Minor League  
25 may contract with a player under the conditions and restrictions set forth in this Rule 3.”

**REQUEST FOR ADMISSION NO. 4**

Admit that when signing Your Minor Leaguers to employment contracts, You use the Minor League Uniform Player Contract (“UPC”) that is attached to the operative Major League Rules as MLR Attachment 3.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 4**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it improperly characterizes a UPC as an “employment contract”; the phrase “employment contract” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that the UPC comprises part of the agreement between a minor league baseball player and the applicable Club.

**REQUEST FOR ADMISSION NO. 5**

Admit that You employ(ed) Your Minor Leaguers.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 5**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is overly broad and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that the UPCs, to which Plaintiffs are parties, provide that Defendant “employs Player to render, and Player agrees to render, skilled services as a Minor League Player...[during] championship playing seasons, commencing with the beginning of the championship playing season...or the portion of that regular championship playing season remaining after the execution

1 date of this Minor League Uniform Player Contract...whichever date is later.”

2  
3 **REQUEST FOR ADMISSION NO. 6**

4 Admit that Your Minor Leaguers only receive the wages established in the Addendum C to  
5 their UPC’s during Championship Season.

6 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 6**

7 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
8 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
9 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
10 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
11 seeking a response on a disputed conclusion of law.

12 Subject to and without waiving the foregoing objection, Defendant denies this RFA.

13  
14 **REQUEST FOR ADMISSION NO. 7**

15 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
16 C to their UPC’s during spring training.

17 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 7**

18 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
19 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
20 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
21 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
22 seeking a response on a disputed conclusion of law.

23 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
24 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
25 which are evidenced by the documents produced or that will be produced in this action.

**REQUEST FOR ADMISSION NO. 8**

Admit that You do not pay Your Minor Leaguers the wages established in the Addendum C to their UPC's during instructional leagues.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 8**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the term "wages" is vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies, which are evidenced by the documents produced or that will be produced in this action.

**REQUEST FOR ADMISSION NO. 9**

Admit that Your Minor Leaguers do not receive the wages established in the Addendum C to their UPC's during the months between the end of the Championship Season and spring training.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 9**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the term "wages" is vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies, which are evidenced by the documents produced or that will be produced in this action.

**REQUEST FOR ADMISSION NO. 10**

Admit that You never pay Your Minor Leaguers at an overtime rate, such as time-and-a-half the regular rate.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 10**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the phrases “overtime rate” and “regular rate” are vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs did not receive additional compensation calculated at a “time-and-a-half” premium, because they were not entitled to “overtime” pay.

**REQUEST FOR ADMISSION NO. 11**

Admit that You do not maintain records showing all hours worked by Your Minor Leaguers.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 11**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the RFA is overly broad; the phrase “hours worked” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

**REQUEST FOR ADMISSION NO. 12**

Admit that You do not provide Your Minor Leaguers with wage statements during the periods of spring training, instructional leagues, and other periods outside the Championship Season.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 12**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the RFA is overly broad; the phrase “wage statements” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

Dated: September 11, 2015

Respectfully submitted,

/s/ Elise M. Bloom

Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

Rachel Santoro (*pro hac vice*)

**PROSKAUER ROSE LLP**

11 Times Square

New York, NY 10036

Telephone: (212) 969-3000

Facsimile: (212) 969-2900

ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

**PROSKAUER ROSE LLP**

2049 Century Park East, 32nd Floor

Los Angeles, CA 90067-3206

Telephone: (310) 557-2900

Facsimile: (310) 557-2193

*Attorneys for Defendant*



1 TO: **KOREIN TILLERY, LLC**  
2 Stephen M. Tillery (*pro hac vice*)  
3 Aaron M. Zigler (*pro hac vice*)  
4 Garrett R. Broshuis (*pro hac vice*)  
5 505 North 7th Street, Suite 3600  
6 St. Louis, MO 63101  
7 Telephone: (314) 241-4844  
8 Facsimile: (314) 241-3525

9 **KOREIN TILLERY, LLC**  
10 George A. Zelcs  
11 205 North Michigan, Suite 1950  
12 Chicago, IL 60601  
13 Telephone: (312) 641-9750

14 **PEARSON, SIMON & WARSHAW LLP**  
15 Bruce L. Simon (Bar No. 96241)  
16 Benjamin E. Shiftan (Bar No. 265767)  
17 44 Montgomery Street, Suite 2450  
18 San Francisco, CA 94104  
19 Telephone: (415) 433-9000  
20 Facsimile: (415) 433-9008

21 **PEARSON, SIMON & WARSHAW LLP**  
22 Daniel L. Warshaw (Bar No. 185365)  
23 Bobby Pouya (Bar No. 245527)  
24 Michael H. Pearson (Bar No. 277857)  
25 15165 Ventura Boulevard, Suite 400  
26 Sherman Oaks, California 91403  
27 Telephone: (818) 788-8300  
28 Facsimile: (818) 788-8104

*Plaintiffs' Interim Co-Lead Class Counsel*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendant*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**CERTIFICATE OF SERVICE**

1 I hereby certify that September 11, 2015, I caused to be served the following:

2 Defendant Angels Baseball LP's Answers and Objections to Plaintiffs' First Set of  
3 Requests for Admission to Franchise Defendants

4 by e-mail on the following counsel for Plaintiffs:

5 **TO: KOREIN TILLERY, LLC**

6 Stephen M. Tillery (*pro hac vice*)  
7 Aaron M. Zigler (*pro hac vice*)  
8 Garrett R. Broshuis (*pro hac vice*)  
9 505 North 7th Street, Suite 3600  
10 St. Louis, MO 63101  
11 Telephone: (314) 241-4844  
12 Facsimile: (314) 241-3525  
13 stillery@koreintillery.com  
14 azigler@koreintillery.com  
15 gbroshuis@koreintillery.com

12 **KOREIN TILLERY, LLC**

13 George A. Zelcs  
14 205 North Michigan, Suite 1950  
15 Chicago, IL 60601  
16 Telephone: (312) 641-9750  
17 Facsimile: (312) 641-9751  
18 gzelcs@koreintillery.com

17 **PEARSON, SIMON & WARSHAW LLP**

18 Bruce L. Simon (Bar No. 96241)  
19 Benjamin E. Shiftan (Bar No. 265767)  
20 44 Montgomery Street, Suite 2450  
21 San Francisco, CA 94104  
22 Telephone: (415) 433-9000  
23 Facsimile: (415) 433-9008  
24 bsimon@pswlaw.com  
25 bshiftan@pswlaw.com

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26 Michael H. Pearson (Bar No. 277857)  
27 15165 Ventura Boulevard, Suite 400  
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Telephone: (818) 788-8300  
Facsimile: (818) 788-8104  
dwarshaw@pswlaw.com

1 bpouya@pswlaw.com  
2 mpearson@pswlaw.com

3 *Plaintiffs' Interim Co-Lead Class Counsel*

4  
5  
6 Dated: September 11, 2015

Respectfully submitted,

7 /s/ Elise M. Bloom

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Howard L. Ganz

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10 Rachel Santoro (*pro hac vice*)

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14 ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

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16 Los Angeles, CA 90067-3206

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*Attorneys for Defendant*

**PROSKAUER ROSE LLP**

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ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
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nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
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*Attorneys for Defendant*

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Plaintiffs,

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Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**DEFENDANT HOUSTON BASEBALL  
PARTNERS LLC'S ANSWERS AND  
OBJECTIONS TO PLAINTIFFS' FIRST  
REQUESTS FOR ADMISSION TO  
FRANCHISE DEFENDANTS**

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure (the “Federal Rules”), as well as the Local Rules of Practice in Civil Proceedings before the United States District Court for the Northern District of California (the “Civil Local Rules”), Houston Baseball Partners LLC (d/b/a “Houston Astros”) (hereinafter “Defendant,” “Club” or “Astros”) by and through its attorneys, Proskauer Rose LLP, hereby responds and objects to Plaintiffs’ First Requests for Admission to Franchise Defendants, dated August 7, 2015 (the “RFAs”):

### **PRELIMINARY STATEMENT**

These responses are made solely for the purpose of this action. These responses are made subject to all objections as to competence, relevance, materiality, propriety and admissibility, and any and all other objections and grounds that would require the exclusion of any statement made herein if any such statement were made by, or if any admissions were requested of, a witness present and testifying in court, all of which objections are expressly reserved and may be interposed up to and including the time of trial.

Defendant has not fully completed the investigation of the facts related to this case and has not fully completed preparation for the trial in this matter. Accordingly, all of the responses set forth herein are based only on such information and documents as are presently available and specifically known to Defendant, and disclose only those contentions as are presently known to Defendant. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add meaning to the known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the contentions herein set forth.

The responses set forth below are provided without prejudice to Defendant’s right to produce evidence of any fact or facts that Defendant may subsequently discover or later recall. Subject to the provisions of the Federal Rules, Defendant reserves the right to correct any inadvertent errors or omissions, and to revise any of the responses set forth herein as additional facts are ascertained, analysis is made, legal research is completed, and contentions are made. The responses set forth herein are made in a good-faith effort to supply as much factual information

1 and as much specification of legal contentions as is presently known, but should in no way be to  
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3 and/or reliance upon subsequently discovered documents.

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7 existence of any fact or facts set forth or assumed by such RFA, or that such response or objection  
8 constitutes evidence. The fact that Defendant has responded to part or all of any request is not  
9 intended and shall not be construed to be a waiver by the Defendant of all or any part of any  
10 objection to any RFA.

11 In responding to the RFAs below, Defendant will not provide information protected from  
12 disclosure by the attorney-client privilege, the attorney work product doctrine, the joint  
13 defense/common interest privilege, and/or any other applicable privilege or immunity; information  
14 that is confidential or personal and the disclosure of which would constitute an unwarranted  
15 invasion of an affected person's constitutional, statutory and/or common law rights to privacy and  
16 confidentiality; and private, privileged, and confidential or proprietary commercial, financial, or  
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18 The inadvertent or mistaken production of information subject to the protections of the  
19 attorney-client privilege, attorney work-product doctrine, or other privilege will not constitute a  
20 general, inadvertent, implicit, subject matter, separate, independent, or other waiver of such  
21 privilege or protection, and does not put in issue or constitute the affirmative use of the advice of  
22 counsel or of any privileged communications.

23 In providing these responses, Defendant does not waive or intend to waive, but, on the  
24 contrary, reserves or intends to reserve:

- 25 a. all questions as to competency, authenticity, relevancy, materiality, privilege, and  
26 admissibility of the information provided hereunder or the subject matter;  
27  
28

b. the right to object on any ground to the use of the information provided hereunder or the subject matter thereof at any trial or hearing in this matter or in any related or subsequent action or proceeding; and

c. the right to object on any ground at any time to a demand for further information.

This preliminary statement is incorporated into each of the responses set forth below.

### **OBJECTIONS TO THE DEFINITIONS**

Defendant sets forth the following objections to the “Definitions” section set forth in the RFAs. To the extent applicable, Defendant incorporates each of these objections into each of the responses set forth below.

1. To the extent the “Definitions” seek to impose obligations on Defendant that are in addition to, inconsistent with, or contrary to those imposed by the Federal Rules, the Civil Local Rules, or the Court’s individual rules and/or standing orders, Defendant will apply the definitions and provisions set forth in the Federal Rules, and will respond to the RFA in accordance with those Rules and will not provide information that exceeds the requirements of those Rules.

2. Defendant objects to the definitions of “Minor Leaguer” or “Minor League Baseball Player” in paragraph 2 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome.

3. Defendant objects to the definitions of “You” or “Your” in Paragraph 7 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to entities and individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the



1 following definition: “You” or “Your” shall mean Astros and/or the Club’s minor league affiliates  
 2 (owned by the Club).

3 4. Defendant objects to the definition of “Plaintiffs” in Paragraph 6 of the  
 4 “Definitions” (and in the RFAs applying that definition) because those RFAs seek information  
 5 with respect to subject matter that is neither relevant to the claims or defenses of any party nor  
 6 reasonably calculated to lead to the discovery of admissible evidence, impermissibly seek  
 7 information outside of Defendant’s possession, custody or control, and because such definitions  
 8 are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For  
 9 purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the following definition:  
 10 “Plaintiffs” shall mean Christopher Epps, Jonathan Gaston and Ronald Sanchez (for the time those  
 11 individuals performed services under their Uniform Player Contracts with the Astros) only.  
 12

### 13 **ANSWERS AND OBJECTIONS<sup>1</sup>**

#### 14 **REQUEST FOR ADMISSION NO. 1**

15 Admit that You are subject to the Major League Rules.

#### 16 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 1**

17 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 18 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
 19 overly broad and that the phrase “subject to” is vague and ambiguous such that Defendant cannot  
 20 properly admit or deny the RFA.

21 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
 22 admits that certain of the Major League Rules apply to Defendant.  
 23  
 24  
 25

---

26 <sup>1</sup> Defendant has repeated Plaintiffs’ First Requests for Admission verbatim as they were  
 27 served upon Defendant and has made no corrections with respect to spelling, grammar,  
 28 typographical errors, or any other error in syntax.

1 **REQUEST FOR ADMISSION NO. 2**

2 Admit that You comply with the Major League Rules.

3 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 2**

4 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
5 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
6 overly broad and that the phrase “comply with” is vague and ambiguous such that Defendant  
7 cannot properly admit or deny the RFA.

8 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
9 admits that it is the Club’s practice to comply with the Major League Rules applicable to the Club  
10 to the extent appropriate.

11  
12 **REQUEST FOR ADMISSION NO. 3**

13 Admit that You comply with Major League Rule 3 when signing Your Minor Leaguers to  
14 employment contracts.

15 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 3**

16 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
17 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
18 phrases “employment contract” and “comply” are vague and ambiguous such that Defendant  
19 cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

20 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
21 admits that Major League Rule 3(a)(1) provides as follows, in part: “[A] Major or Minor League  
22 Club may contract with a player under the conditions and restrictions set forth in this Rule 3.”  
23

24 **REQUEST FOR ADMISSION NO. 4**

25 Admit that when signing Your Minor Leaguers to employment contracts, You use the  
26 Minor League Uniform Player Contract (“UPC”) that is attached to the operative Major League  
27 Rules as MLR Attachment 3.  
28

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 4**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it improperly characterizes a UPC as an “employment contract”; the phrase “employment contract” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that the UPC comprises part of the agreement between a minor league baseball player and the applicable Club.

**REQUEST FOR ADMISSION NO. 5**

Admit that You employ(ed) Your Minor Leaguers.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 5**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is overly broad and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that the UPCs, to which Plaintiffs are parties, provide that Defendant “employs Player to render, and Player agrees to render, skilled services as a Minor League Player...[during] championship playing seasons, commencing with the beginning of the championship playing season...or the portion of that regular championship playing season remaining after the execution date of this Minor League Uniform Player Contract...whichever date is later.”

**REQUEST FOR ADMISSION NO. 6**

Admit that Your Minor Leaguers only receive the wages established in the Addendum C to their UPC’s during Championship Season.

1 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 6**

2 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
3 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
4 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
5 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
6 seeking a response on a disputed conclusion of law.

7 Subject to and without waiving the foregoing objection, Defendant denies this RFA.  
8

9 **REQUEST FOR ADMISSION NO. 7**

10 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
11 C to their UPC’s during spring training.

12 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 7**

13 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
14 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
15 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
16 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
17 seeking a response on a disputed conclusion of law.

18 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
19 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
20 which are evidenced by the documents produced or that will be produced in this action.  
21

22 **REQUEST FOR ADMISSION NO. 8**

23 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
24 C to their UPC’s during instructional leagues.

25 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 8**

26 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
27 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
28

1 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
 2 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
 3 seeking a response on a disputed conclusion of law.

4 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 5 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
 6 which are evidenced by the documents produced or that will be produced in this action.

7  
 8 **REQUEST FOR ADMISSION NO. 9**

9 Admit that Your Minor Leaguers do not receive the wages established in the Addendum C  
 10 to their UPC’s during the months between the end of the Championship Season and spring  
 11 training.

12 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 9**

13 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 14 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 15 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
 16 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
 17 seeking a response on a disputed conclusion of law.

18 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 19 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
 20 which are evidenced by the documents produced or that will be produced in this action.

21  
 22 **REQUEST FOR ADMISSION NO. 10**

23 Admit that You never pay Your Minor Leaguers at an overtime rate, such as time-and-a-  
 24 half the regular rate.

25 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 10**

26 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 27 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 28

1 phrases “overtime rate” and “regular rate” are vague and ambiguous such that Defendant cannot  
 2 properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a  
 3 request for admission by seeking a response on a disputed conclusion of law.

4 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 5 admits that Plaintiffs did not receive additional compensation calculated at a “time-and-a-half”  
 6 premium, because they were not entitled to “overtime” pay.

#### 7 8 **REQUEST FOR ADMISSION NO. 11**

9 Admit that You do not maintain records showing all hours worked by Your Minor  
 10 Leaguers.

#### 11 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 11**

12 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 13 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 14 RFA is overly broad; the phrase “hours worked” is vague and ambiguous such that Defendant  
 15 cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery  
 16 in a request for admission by seeking a response on a disputed conclusion of law.

17 Subject to and without waiving the foregoing objection, Defendant denies this RFA.

#### 18 19 **REQUEST FOR ADMISSION NO. 12**

20 Admit that You do not provide Your Minor Leaguers with wage statements during the  
 21 periods of spring training, instructional leagues, and other periods outside the Championship  
 22 Season.

#### 23 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 12**

24 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 25 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 26 RFA is overly broad; the phrase “wage statements” is vague and ambiguous such that Defendant  
 27  
 28

cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

Dated: September 11, 2015

Respectfully submitted,

/s/ Elise M. Bloom

Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

Rachel Santoro (*pro hac vice*)

**PROSKAUER ROSE LLP**

11 Times Square

New York, NY 10036

Telephone: (212) 969-3000

Facsimile: (212) 969-2900

ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

**PROSKAUER ROSE LLP**

2049 Century Park East, 32nd Floor

Los Angeles, CA 90067-3206

Telephone: (310) 557-2900

Facsimile: (310) 557-2193

*Attorneys for Defendant*

TO: **KOREIN TILLERY, LLC**

Stephen M. Tillery (*pro hac vice*)

Aaron M. Zigler (*pro hac vice*)

Garrett R. Broshuis (*pro hac vice*)

505 North 7th Street, Suite 3600

St. Louis, MO 63101

Telephone: (314) 241-4844

Facsimile: (314) 241-3525

**KOREIN TILLERY, LLC**

George A. Zelcs

205 North Michigan, Suite 1950

Chicago, IL 60601

Telephone: (312) 641-9750

**PEARSON, SIMON & WARSHAW LLP**

Bruce L. Simon (Bar No. 96241)

Benjamin E. Shiftan (Bar No. 265767)

44 Montgomery Street, Suite 2450

San Francisco, CA 94104

Telephone: (415) 433-9000

Facsimile: (415) 433-9008

**PEARSON, SIMON & WARSHAW LLP**

Daniel L. Warshaw (Bar No. 185365)

Bobby Pouya (Bar No. 245527)

Michael H. Pearson (Bar No. 277857)

15165 Ventura Boulevard, Suite 400

Sherman Oaks, California 91403

Telephone: (818) 788-8300

Facsimile: (818) 788-8104

*Plaintiffs' Interim Co-Lead Class Counsel*



**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendant*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**CERTIFICATE OF SERVICE**

1 I hereby certify that September 11, 2015, I caused to be served the following:

2 Defendant Houston Baseball Partners LLC's Answers and Objections to Plaintiffs' First  
3 Set of Requests for Admission to Franchise Defendants

4 by e-mail on the following counsel for Plaintiffs:

5 **TO: KOREIN TILLERY, LLC**

6 Stephen M. Tillery (*pro hac vice*)  
7 Aaron M. Zigler (*pro hac vice*)  
8 Garrett R. Broshuis (*pro hac vice*)  
9 505 North 7th Street, Suite 3600  
10 St. Louis, MO 63101  
11 Telephone: (314) 241-4844  
12 Facsimile: (314) 241-3525  
13 stillery@koreintillery.com  
14 azigler@koreintillery.com  
15 gbroshuis@koreintillery.com

12 **KOREIN TILLERY, LLC**

13 George A. Zelcs  
14 205 North Michigan, Suite 1950  
15 Chicago, IL 60601  
16 Telephone: (312) 641-9750  
17 Facsimile: (312) 641-9751  
18 gzelcs@koreintillery.com

17 **PEARSON, SIMON & WARSHAW LLP**

18 Bruce L. Simon (Bar No. 96241)  
19 Benjamin E. Shiftan (Bar No. 265767)  
20 44 Montgomery Street, Suite 2450  
21 San Francisco, CA 94104  
22 Telephone: (415) 433-9000  
23 Facsimile: (415) 433-9008  
24 bsimon@pswlaw.com  
25 bshiftan@pswlaw.com

23 **PEARSON, SIMON & WARSHAW LLP**

24 Daniel L. Warshaw (Bar No. 185365)  
25 Bobby Pouya (Bar No. 245527)  
26 Michael H. Pearson (Bar No. 277857)  
27 15165 Ventura Boulevard, Suite 400  
28 Sherman Oaks, California 91403  
Telephone: (818) 788-8300  
Facsimile: (818) 788-8104  
dwarshaw@pswlaw.com

1 bpouya@pswlaw.com  
2 mpearson@pswlaw.com

3 *Plaintiffs' Interim Co-Lead Class Counsel*

4  
5  
6 Dated: September 11, 2015

Respectfully submitted,

7 /s/ Elise M. Bloom

8 Elise M. Bloom (*pro hac vice*)

9 Howard L. Ganz

10 Neil H. Abramson (*pro hac vice*)

11 Adam M. Lupion (*pro hac vice*)

12 Rachel Santoro (*pro hac vice*)

13 **PROSKAUER ROSE LLP**

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15 New York, NY 10036

16 Telephone: (212) 969-3000

17 Facsimile: (212) 969-2900

18 ENZO DER BOGHOSIAN (SBN 211351)

19 ederboghossian@proskauer.com

20 **PROSKAUER ROSE LLP**

21 2049 Century Park East, 32nd Floor

22 Los Angeles, CA 90067-3206

23 Telephone: (310) 557-2900

24 Facsimile: (310) 557-2193

25 *Attorneys for Defendant*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendant*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**DEFENDANT ROGERS BLUE JAYS  
BASEBALL PARTNERSHIP'S ANSWERS  
AND OBJECTIONS TO PLAINTIFFS'  
FIRST REQUESTS FOR ADMISSION TO  
FRANCHISE DEFENDANTS**

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure (the “Federal Rules”), as well as the Local Rules of Practice in Civil Proceedings before the United States District Court for the Northern District of California (the “Civil Local Rules”), Rogers Blue Jays Baseball Partnership (d/b/a “Toronto Blue Jays”) (hereinafter “Defendant,” “Club,” or “Blue Jays”) by and through its attorneys, Proskauer Rose LLP, hereby responds and objects to Plaintiffs’ First Requests for Admission to Franchise Defendants, dated August 7, 2015 (the “RFAs”):

### **PRELIMINARY STATEMENT**

These responses are made solely for the purpose of this action. These responses are made subject to all objections as to competence, relevance, materiality, propriety and admissibility, and any and all other objections and grounds that would require the exclusion of any statement made herein if any such statement were made by, or if any admissions were requested of, a witness present and testifying in court, all of which objections are expressly reserved and may be interposed up to and including the time of trial.

Defendant has not fully completed the investigation of the facts related to this case and has not fully completed preparation for the trial in this matter. Accordingly, all of the responses set forth herein are based only on such information and documents as are presently available and specifically known to Defendant, and disclose only those contentions as are presently known to Defendant. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add meaning to the known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the contentions herein set forth.

The responses set forth below are provided without prejudice to Defendant’s right to produce evidence of any fact or facts that Defendant may subsequently discover or later recall. Subject to the provisions of the Federal Rules, Defendant reserves the right to correct any inadvertent errors or omissions, and to revise any of the responses set forth herein as additional facts are ascertained, analysis is made, legal research is completed, and contentions are made. The responses set forth herein are made in a good-faith effort to supply as much factual information

1 and as much specification of legal contentions as is presently known, but should in no way be to  
2 the prejudice of the Defendant in relation to further discovery, research or analysis, or the use of  
3 and/or reliance upon subsequently discovered documents.

4 Except for explicit facts admitted in the responses set forth below, no incidental or implicit  
5 admissions are intended. The fact that Defendant has either responded to or objected to a RFA or  
6 part thereof should not be taken as an admission that Defendant has accepted or admitted the  
7 existence of any fact or facts set forth or assumed by such RFA, or that such response or objection  
8 constitutes evidence. The fact that Defendant has responded to part or all of any request is not  
9 intended and shall not be construed to be a waiver by the Defendant of all or any part of any  
10 objection to any RFA.

11 In responding to the RFAs below, Defendant will not provide information protected from  
12 disclosure by the attorney-client privilege, the attorney work product doctrine, the joint  
13 defense/common interest privilege, and/or any other applicable privilege or immunity; information  
14 that is confidential or personal and the disclosure of which would constitute an unwarranted  
15 invasion of an affected person's constitutional, statutory and/or common law rights to privacy and  
16 confidentiality; and private, privileged, and confidential or proprietary commercial, financial, or  
17 business information.

18 The inadvertent or mistaken production of information subject to the protections of the  
19 attorney-client privilege, attorney work-product doctrine, or other privilege will not constitute a  
20 general, inadvertent, implicit, subject matter, separate, independent, or other waiver of such  
21 privilege or protection, and does not put in issue or constitute the affirmative use of the advice of  
22 counsel or of any privileged communications.

23 In providing these responses, Defendant does not waive or intend to waive, but, on the  
24 contrary, reserves or intends to reserve:

- 25 a. all questions as to competency, authenticity, relevancy, materiality, privilege, and  
26 admissibility of the information provided hereunder or the subject matter;
- 27  
28

b. the right to object on any ground to the use of the information provided hereunder or the subject matter thereof at any trial or hearing in this matter or in any related or subsequent action or proceeding; and

c. the right to object on any ground at any time to a demand for further information.

This preliminary statement is incorporated into each of the responses set forth below.

### **OBJECTIONS TO THE DEFINITIONS**

Defendant sets forth the following objections to the “Definitions” section set forth in the RFAs. To the extent applicable, Defendant incorporates each of these objections into each of the responses set forth below.

1. To the extent the “Definitions” seek to impose obligations on Defendant that are in addition to, inconsistent with, or contrary to those imposed by the Federal Rules, the Civil Local Rules, or the Court’s individual rules and/or standing orders, Defendant will apply the definitions and provisions set forth in the Federal Rules, and will respond to the RFA in accordance with those Rules and will not provide information that exceeds the requirements of those Rules.

2. Defendant objects to the definitions of “Minor Leaguer” or “Minor League Baseball Player” in paragraph 2 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome.

3. Defendant objects to the definitions of “You” or “Your” in Paragraph 7 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to entities and individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the

1 following definition: “You” or “Your” shall mean Blue Jays and/or the Club’s minor league  
2 affiliates (owned by the Club).

3 4. Defendant objects to the definition of “Plaintiffs” in Paragraph 6 of the  
4 “Definitions” (and in the RFAs applying that definition) because those RFAs seek information  
5 with respect to subject matter that is neither relevant to the claims or defenses of any party nor  
6 reasonably calculated to lead to the discovery of admissible evidence, impermissibly seek  
7 information outside of Defendant’s possession, custody or control, and because such definitions  
8 are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For  
9 purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the following definition:  
10 “Plaintiffs” shall mean Matt Daly, Leonard Davis and Ronald Melendez (for the time those  
11 individuals performed services under their Uniform Player Contracts with the Blue Jays) only.  
12

### 13 **ANSWERS AND OBJECTIONS<sup>1</sup>**

#### 14 **REQUEST FOR ADMISSION NO. 1**

15 Admit that You are subject to the Major League Rules.

#### 16 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 1**

17 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
18 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
19 overly broad and that the phrase “subject to” is vague and ambiguous such that Defendant cannot  
20 properly admit or deny the RFA.

21 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
22 admits that certain of the Major League Rules apply to Defendant.  
23  
24  
25

---

26 <sup>1</sup> Defendant has repeated Plaintiffs’ First Requests for Admission verbatim as they were  
27 served upon Defendant and has made no corrections with respect to spelling, grammar,  
28 typographical errors, or any other error in syntax.



**REQUEST FOR ADMISSION NO. 2**

Admit that You comply with the Major League Rules.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 2**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is overly broad and that the phrase “comply with” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA.

Subject to and without waiving the foregoing objection, Defendant denies the RFA, except admits that it is the Club’s practice to comply with the Major League Rules applicable to the Club to the extent appropriate.

**REQUEST FOR ADMISSION NO. 3**

Admit that You comply with Major League Rule 3 when signing Your Minor Leaguers to employment contracts.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 3**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the phrases “employment contract” and “comply” are vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Major League Rule 3(a)(1) provides as follows, in part: “[A] Major or Minor League Club may contract with a player under the conditions and restrictions set forth in this Rule 3.”

**REQUEST FOR ADMISSION NO. 4**

Admit that when signing Your Minor Leaguers to employment contracts, You use the Minor League Uniform Player Contract (“UPC”) that is attached to the operative Major League Rules as MLR Attachment 3.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 4**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it improperly characterizes a UPC as an “employment contract”; the phrase “employment contract” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that the UPC comprises part of the agreement between a minor league baseball player and the applicable Club.

**REQUEST FOR ADMISSION NO. 5**

Admit that You employ(ed) Your Minor Leaguers.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 5**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is overly broad and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that the UPCs, to which Plaintiffs are parties, provide that Defendant “employs Player to render, and Player agrees to render, skilled services as a Minor League Player...[during] championship playing seasons, commencing with the beginning of the championship playing season...or the portion of that regular championship playing season remaining after the execution date of this Minor League Uniform Player Contract...whichever date is later.”

**REQUEST FOR ADMISSION NO. 6**

Admit that Your Minor Leaguers only receive the wages established in the Addendum C to their UPC’s during Championship Season.

1 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 6**

2 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
3 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
4 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
5 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
6 seeking a response on a disputed conclusion of law.

7 Subject to and without waiving the foregoing objection, Defendant denies this RFA.

8  
9 **REQUEST FOR ADMISSION NO. 7**

10 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
11 C to their UPC’s during spring training.

12 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 7**

13 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
14 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
15 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
16 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
17 seeking a response on a disputed conclusion of law.

18 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
19 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
20 which are evidenced by the documents produced or that will be produced in this action.

21  
22 **REQUEST FOR ADMISSION NO. 8**

23 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
24 C to their UPC’s during instructional leagues.

25 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 8**

26 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
27 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
28

term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies, which are evidenced by the documents produced or that will be produced in this action.

#### **REQUEST FOR ADMISSION NO. 9**

Admit that Your Minor Leaguers do not receive the wages established in the Addendum C to their UPC’s during the months between the end of the Championship Season and spring training.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 9**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies, which are evidenced by the documents produced or that will be produced in this action.

#### **REQUEST FOR ADMISSION NO. 10**

Admit that You never pay Your Minor Leaguers at an overtime rate, such as time-and-a-half the regular rate.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 10**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the

1 phrases “overtime rate” and “regular rate” are vague and ambiguous such that Defendant cannot  
 2 properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a  
 3 request for admission by seeking a response on a disputed conclusion of law.

4 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 5 admits that Plaintiffs did not receive additional compensation calculated at a “time-and-a-half”  
 6 premium, because they were not entitled to “overtime” pay.

#### 7 8 **REQUEST FOR ADMISSION NO. 11**

9 Admit that You do not maintain records showing all hours worked by Your Minor  
 10 Leaguers.

#### 11 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 11**

12 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 13 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 14 RFA is overly broad; the phrase “hours worked” is vague and ambiguous such that Defendant  
 15 cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery  
 16 in a request for admission by seeking a response on a disputed conclusion of law.

17 Subject to and without waiving the foregoing objection, Defendant denies this RFA.

#### 18 19 **REQUEST FOR ADMISSION NO. 12**

20 Admit that You do not provide Your Minor Leaguers with wage statements during the  
 21 periods of spring training, instructional leagues, and other periods outside the Championship  
 22 Season.

#### 23 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 12**

24 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 25 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 26 RFA is overly broad; the phrase “wage statements” is vague and ambiguous such that Defendant  
 27  
 28

cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

Dated: September 11, 2015

Respectfully submitted,

/s/ Elise M. Bloom

Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

Rachel Santoro (*pro hac vice*)

**PROSKAUER ROSE LLP**

11 Times Square

New York, NY 10036

Telephone: (212) 969-3000

Facsimile: (212) 969-2900

ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

**PROSKAUER ROSE LLP**

2049 Century Park East, 32nd Floor

Los Angeles, CA 90067-3206

Telephone: (310) 557-2900

Facsimile: (310) 557-2193

*Attorneys for Defendant*

TO: **KOREIN TILLERY, LLC**

Stephen M. Tillery (*pro hac vice*)

Aaron M. Zigler (*pro hac vice*)

Garrett R. Broshuis (*pro hac vice*)

505 North 7th Street, Suite 3600

St. Louis, MO 63101

Telephone: (314) 241-4844

Facsimile: (314) 241-3525

**KOREIN TILLERY, LLC**

George A. Zelcs

205 North Michigan, Suite 1950

Chicago, IL 60601

Telephone: (312) 641-9750

**PEARSON, SIMON & WARSHAW LLP**

Bruce L. Simon (Bar No. 96241)

Benjamin E. Shiftan (Bar No. 265767)

44 Montgomery Street, Suite 2450

San Francisco, CA 94104

Telephone: (415) 433-9000

Facsimile: (415) 433-9008

**PEARSON, SIMON & WARSHAW LLP**

Daniel L. Warshaw (Bar No. 185365)

Bobby Pouya (Bar No. 245527)

Michael H. Pearson (Bar No. 277857)

15165 Ventura Boulevard, Suite 400

Sherman Oaks, California 91403

Telephone: (818) 788-8300

Facsimile: (818) 788-8104

*Plaintiffs' Interim Co-Lead Class Counsel*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendant*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**CERTIFICATE OF SERVICE**



1 I hereby certify that September 11, 2015, I caused to be served the following:

2 Defendant Rogers Blue Jays Baseball Partnership's Answers and Objections to Plaintiffs'  
3 First Set of Requests for Admission to Franchise Defendants

4 by e-mail on the following counsel for Plaintiffs:

5 **TO: KOREIN TILLERY, LLC**

6 Stephen M. Tillery (*pro hac vice*)  
7 Aaron M. Zigler (*pro hac vice*)  
8 Garrett R. Broshuis (*pro hac vice*)  
9 505 North 7th Street, Suite 3600  
10 St. Louis, MO 63101  
11 Telephone: (314) 241-4844  
12 Facsimile: (314) 241-3525  
13 stillery@koreintillery.com  
14 azigler@koreintillery.com  
15 gbroshuis@koreintillery.com

12 **KOREIN TILLERY, LLC**

13 George A. Zelcs  
14 205 North Michigan, Suite 1950  
15 Chicago, IL 60601  
16 Telephone: (312) 641-9750  
17 Facsimile: (312) 641-9751  
18 gzelcs@koreintillery.com

17 **PEARSON, SIMON & WARSHAW LLP**

18 Bruce L. Simon (Bar No. 96241)  
19 Benjamin E. Shiftan (Bar No. 265767)  
20 44 Montgomery Street, Suite 2450  
21 San Francisco, CA 94104  
22 Telephone: (415) 433-9000  
23 Facsimile: (415) 433-9008  
24 bsimon@pswlaw.com  
25 bshiftan@pswlaw.com

23 **PEARSON, SIMON & WARSHAW LLP**

24 Daniel L. Warshaw (Bar No. 185365)  
25 Bobby Pouya (Bar No. 245527)  
26 Michael H. Pearson (Bar No. 277857)  
27 15165 Ventura Boulevard, Suite 400  
28 Sherman Oaks, California 91403  
Telephone: (818) 788-8300  
Facsimile: (818) 788-8104  
dwarshaw@pswlaw.com

1 bpouya@pswlaw.com  
2 mpearson@pswlaw.com

3 *Plaintiffs' Interim Co-Lead Class Counsel*

4  
5  
6 Dated: September 11, 2015

Respectfully submitted,

7 /s/ Elise M. Bloom

8 Elise M. Bloom (*pro hac vice*)

9 Howard L. Ganz

10 Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

11 Rachel Santoro (*pro hac vice*)

**PROSKAUER ROSE LLP**

11 11 Times Square

12 New York, NY 10036

13 Telephone: (212) 969-3000

14 Facsimile: (212) 969-2900

15 ENZO DER BOGHOSIAN (SBN 211351)

16 ederboghossian@proskauer.com

**PROSKAUER ROSE LLP**

17 2049 Century Park East, 32nd Floor

18 Los Angeles, CA 90067-3206

19 Telephone: (310) 557-2900

20 Facsimile: (310) 557-2193

21 *Attorneys for Defendant*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hgan@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendant*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**DEFENDANT COLORADO ROCKIES  
BASEBALL CLUB, LTD.'S ANSWERS  
AND OBJECTIONS TO PLAINTIFFS'  
FIRST SET OF REQUESTS FOR  
ADMISSION TO FRANCHISE  
DEFENDANTS**

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure (the “Federal Rules”), as well as the Local Rules of Practice in Civil Proceedings before the United States District Court for the Northern District of California (the “Civil Local Rules”), Colorado Rockies Baseball Club, Ltd. (d/b/a “Colorado Rockies”) (hereinafter “Defendant,” “Club” or “Rockies”) by and through its attorneys, Proskauer Rose LLP, hereby responds and objects to Plaintiffs’ First Set of Requests for Admission to Franchise Defendants, dated August 7, 2015 (the “RFAs”):

### **PRELIMINARY STATEMENT**

These responses are made solely for the purpose of this action. These responses are made subject to all objections as to competence, relevance, materiality, propriety and admissibility, and any and all other objections and grounds that would require the exclusion of any statement made herein if any such statement were made by, or if any admissions were requested of, a witness present and testifying in court, all of which objections are expressly reserved and may be interposed up to and including the time of trial.

Defendant has not fully completed the investigation of the facts related to this case and has not fully completed preparation for the trial in this matter. Accordingly, all of the responses set forth herein are based only on such information and documents as are presently available and specifically known to Defendant, and disclose only those contentions as are presently known to Defendant. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add meaning to the known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the contentions herein set forth.

The responses set forth below are provided without prejudice to Defendant’s right to produce evidence of any fact or facts that Defendant may subsequently discover or later recall. Subject to the provisions of the Federal Rules, Defendant reserves the right to correct any inadvertent errors or omissions, and to revise any of the responses set forth herein as additional facts are ascertained, analysis is made, legal research is completed, and contentions are made. The responses set forth herein are made in a good-faith effort to supply as much factual information

1 and as much specification of legal contentions as is presently known, but should in no way be to  
2 the prejudice of the Defendant in relation to further discovery, research or analysis, or the use of  
3 and/or reliance upon subsequently discovered documents.

4 Except for explicit facts admitted in the responses set forth below, no incidental or implicit  
5 admissions are intended. The fact that Defendant has either responded to or objected to a RFA or  
6 part thereof should not be taken as an admission that Defendant has accepted or admitted the  
7 existence of any fact or facts set forth or assumed by such RFA, or that such response or objection  
8 constitutes evidence. The fact that Defendant has responded to part or all of any request is not  
9 intended and shall not be construed to be a waiver by the Defendant of all or any part of any  
10 objection to any RFA.

11 In responding to the RFAs below, Defendant will not provide information protected from  
12 disclosure by the attorney-client privilege, the attorney work product doctrine, the joint  
13 defense/common interest privilege, and/or any other applicable privilege or immunity; information  
14 that is confidential or personal and the disclosure of which would constitute an unwarranted  
15 invasion of an affected person's constitutional, statutory and/or common law rights to privacy and  
16 confidentiality; and private, privileged, and confidential or proprietary commercial, financial, or  
17 business information.

18 The inadvertent or mistaken production of information subject to the protections of the  
19 attorney-client privilege, attorney work-product doctrine, or other privilege will not constitute a  
20 general, inadvertent, implicit, subject matter, separate, independent, or other waiver of such  
21 privilege or protection, and does not put in issue or constitute the affirmative use of the advice of  
22 counsel or of any privileged communications.

23 In providing these responses, Defendant does not waive or intend to waive, but, on the  
24 contrary, reserves or intends to reserve:

- 25 a. all questions as to competency, authenticity, relevancy, materiality, privilege, and  
26 admissibility of the information provided hereunder or the subject matter;
- 27  
28

b. the right to object on any ground to the use of the information provided hereunder or the subject matter thereof at any trial or hearing in this matter or in any related or subsequent action or proceeding; and

c. the right to object on any ground at any time to a demand for further information.

This preliminary statement is incorporated into each of the responses set forth below.

### **OBJECTIONS TO THE DEFINITIONS**

Defendant sets forth the following objections to the “Definitions” section set forth in the RFAs. To the extent applicable, Defendant incorporates each of these objections into each of the responses set forth below.

1. To the extent the “Definitions” seek to impose obligations on Defendant that are in addition to, inconsistent with, or contrary to those imposed by the Federal Rules, the Civil Local Rules, or the Court’s individual rules and/or standing orders, Defendant will apply the definitions and provisions set forth in the Federal Rules, and will respond to the RFA in accordance with those Rules and will not provide information that exceeds the requirements of those Rules.

2. Defendant objects to the definitions of “Minor Leaguer” or “Minor League Baseball Player” in paragraph 2 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome.

3. Defendant objects to the definitions of “You” or “Your” in Paragraph 7 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to entities and individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the

1 following definition: “You” or “Your” shall mean Rockies and/or the Club’s minor league  
2 affiliates (owned by the Club).

3 4. Defendant objects to the definition of “Plaintiffs” in Paragraph 6 of the  
4 “Definitions” (and in the RFAs applying that definition) because those RFAs seek information  
5 with respect to subject matter that is neither relevant to the claims or defenses of any party nor  
6 reasonably calculated to lead to the discovery of admissible evidence, impermissibly seek  
7 information outside of Defendant’s possession, custody or control, and because such definitions  
8 are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For  
9 purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the following definition:  
10 “Plaintiffs” shall mean Craig Benningson, Leonard Davis, Brad McAtee and Daniel Merklinger  
11 (for the time those individuals performed services under their Uniform Player Contracts with the  
12 Rockies) only.

### 13 14 **ANSWERS AND OBJECTIONS<sup>1</sup>**

#### 15 **REQUEST FOR ADMISSION NO. 1**

16 Admit that You are subject to the Major League Rules.

#### 17 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 1**

18 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
19 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
20 overly broad and that the phrase “subject to” is vague and ambiguous such that Defendant cannot  
21 properly admit or deny the RFA.

22 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
23 admits that certain of the Major League Rules apply to Defendant.

24  
25 \_\_\_\_\_  
26 <sup>1</sup> Defendant has repeated Plaintiffs’ First Set of Requests for Admission verbatim as they  
27 were served upon Defendant and has made no corrections with respect to spelling,  
28 grammar, typographical errors, or any other error in syntax.

1 **REQUEST FOR ADMISSION NO. 2**

2 Admit that You comply with the Major League Rules.

3 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 2**

4 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
5 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
6 overly broad and that the phrase “comply with” is vague and ambiguous such that Defendant  
7 cannot properly admit or deny the RFA.

8 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
9 admits that it is the Club’s practice to comply with the Major League Rules applicable to the Club  
10 to the extent appropriate.

11 .  
12 **REQUEST FOR ADMISSION NO. 3**

13 Admit that You comply with Major League Rule 3 when signing Your Minor Leaguers to  
14 employment contracts.

15 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 3**

16 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
17 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
18 phrases “employment contract” and “comply” are vague and ambiguous such that Defendant  
19 cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

20 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
21 admits that Major League Rule 3(a)(1) provides as follows, in part: “[A] Major or Minor League  
22 Club may contract with a player under the conditions and restrictions set forth in this Rule 3.”  
23

24 **REQUEST FOR ADMISSION NO. 4**

25 Admit that when signing Your Minor Leaguers to employment contracts, You use the  
26 Minor League Uniform Player Contract (“UPC”) that is attached to the operative Major League  
27 Rules as MLR Attachment 3.  
28



**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 4**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it improperly characterizes a UPC as an “employment contract”; the phrase “employment contract” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that the UPC comprises part of the agreement between a minor league baseball player and the applicable Club.

**REQUEST FOR ADMISSION NO. 5**

Admit that You employ(ed) Your Minor Leaguers.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 5**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is overly broad and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that the UPCs, to which Plaintiffs are parties, provide that Defendant “employs Player to render, and Player agrees to render, skilled services as a Minor League Player...[during] championship playing seasons, commencing with the beginning of the championship playing season...or the portion of that regular championship playing season remaining after the execution date of this Minor League Uniform Player Contract...whichever date is later.”

**REQUEST FOR ADMISSION NO. 6**

Admit that Your Minor Leaguers only receive the wages established in the Addendum C to their UPC’s during Championship Season.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 6**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

**REQUEST FOR ADMISSION NO. 7**

Admit that You do not pay Your Minor Leaguers the wages established in the Addendum C to their UPC’s during spring training.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 7**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies, which are evidenced by the documents produced or that will be produced in this action.

**REQUEST FOR ADMISSION NO. 8**

Admit that You do not pay Your Minor Leaguers the wages established in the Addendum C to their UPC’s during instructional leagues.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 8**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the

1 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
 2 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
 3 seeking a response on a disputed conclusion of law.

4 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 5 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
 6 which are evidenced by the documents produced or that will be produced in this action.

7  
 8 **REQUEST FOR ADMISSION NO. 9**

9 Admit that Your Minor Leaguers do not receive the wages established in the Addendum C  
 10 to their UPC’s during the months between the end of the Championship Season and spring  
 11 training.

12 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 9**

13 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 14 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 15 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
 16 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
 17 seeking a response on a disputed conclusion of law.

18 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 19 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
 20 which are evidenced by the documents produced or that will be produced in this action.

21  
 22 **REQUEST FOR ADMISSION NO. 10**

23 Admit that You never pay Your Minor Leaguers at an overtime rate, such as time-and-a-  
 24 half the regular rate.

25 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 10**

26 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 27 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 28

1 phrases “overtime rate” and “regular rate” are vague and ambiguous such that Defendant cannot  
 2 properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a  
 3 request for admission by seeking a response on a disputed conclusion of law.

4 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 5 admits that Plaintiffs did not receive additional compensation calculated at a “time-and-a-half”  
 6 premium, because they are not entitled to “overtime” pay.

#### 7 8 **REQUEST FOR ADMISSION NO. 11**

9 Admit that You do not maintain records showing all hours worked by Your Minor  
 10 Leaguers.

#### 11 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 11**

12 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 13 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 14 RFA is overly broad; the phrase “hours worked” is vague and ambiguous such that Defendant  
 15 cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery  
 16 in a request for admission by seeking a response on a disputed conclusion of law.

17 Subject to and without waiving the foregoing objection, Defendant denies this RFA.

#### 18 19 **REQUEST FOR ADMISSION NO. 12**

20 Admit that You do not provide Your Minor Leaguers with wage statements during the  
 21 periods of spring training, instructional leagues, and other periods outside the Championship  
 22 Season.

#### 23 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 12**

24 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 25 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 26 RFA is overly broad; the phrase “wage statements” is vague and ambiguous such that Defendant  
 27  
 28

1 cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery  
2 in a request for admission by seeking a response on a disputed conclusion of law.

3 Subject to and without waiving the foregoing objection, Defendant denies this RFA.

4 Dated: September 11, 2015

Respectfully submitted,

/s/ Elise M. Bloom

Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

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**PROSKAUER ROSE LLP**

11 Times Square

New York, NY 10036

Telephone: (212) 969-3000

Facsimile: (212) 969-2900

ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

**PROSKAUER ROSE LLP**

2049 Century Park East, 32nd Floor

Los Angeles, CA 90067-3206

Telephone: (310) 557-2900

Facsimile: (310) 557-2193

*Attorneys for Defendant*

16 TO: **KOREIN TILLERY, LLC**

Stephen M. Tillery (*pro hac vice*)

Aaron M. Zigler (*pro hac vice*)

Garrett R. Broshuis (*pro hac vice*)

505 North 7th Street, Suite 3600

St. Louis, MO 63101

Telephone: (314) 241-4844

Facsimile: (314) 241-3525

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George A. Zelcs

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Chicago, IL 60601

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San Francisco, CA 94104

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Facsimile: (415) 433-9008

**PEARSON, SIMON & WARSHAW LLP**

1 Daniel L. Warshaw (Bar No. 185365)  
2 Bobby Pouya (Bar No. 245527)  
3 Michael H. Pearson (Bar No. 277857)  
4 15165 Ventura Boulevard, Suite 400  
5 Sherman Oaks, California 91403  
6 Telephone: (818) 788-8300  
7 Facsimile: (818) 788-8104

8 *Plaintiffs' Interim Co-Lead Class Counsel*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendant*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**CERTIFICATE OF SERVICE**

1 I hereby certify that September 11, 2015, I caused to be served the following:

2 Defendant Colorado Rockies Baseball Club, Ltd.'s Answers and Objections to Plaintiffs'  
3 First Set of Requests for Admission to Franchise Defendants

4 by e-mail on the following counsel for Plaintiffs:

5 **TO: KOREIN TILLERY, LLC**

6 Stephen M. Tillery (*pro hac vice*)  
7 Aaron M. Zigler (*pro hac vice*)  
8 Garrett R. Broshuis (*pro hac vice*)  
9 505 North 7th Street, Suite 3600  
10 St. Louis, MO 63101  
11 Telephone: (314) 241-4844  
12 Facsimile: (314) 241-3525  
13 stillery@koreintillery.com  
14 azigler@koreintillery.com  
15 gbroshuis@koreintillery.com

12 **KOREIN TILLERY, LLC**

13 George A. Zelcs  
14 205 North Michigan, Suite 1950  
15 Chicago, IL 60601  
16 Telephone: (312) 641-9750  
17 Facsimile: (312) 641-9751  
18 gzelcs@koreintillery.com

17 **PEARSON, SIMON & WARSHAW LLP**

18 Bruce L. Simon (Bar No. 96241)  
19 Benjamin E. Shiftan (Bar No. 265767)  
20 44 Montgomery Street, Suite 2450  
21 San Francisco, CA 94104  
22 Telephone: (415) 433-9000  
23 Facsimile: (415) 433-9008  
24 bsimon@pswlaw.com  
25 bshiftan@pswlaw.com

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25 Bobby Pouya (Bar No. 245527)  
26 Michael H. Pearson (Bar No. 277857)  
27 15165 Ventura Boulevard, Suite 400  
28 Sherman Oaks, California 91403  
Telephone: (818) 788-8300  
Facsimile: (818) 788-8104  
dwarshaw@pswlaw.com



1 bpouya@pswlaw.com  
2 mpearson@pswlaw.com

3 *Plaintiffs' Interim Co-Lead Class Counsel*

4  
5  
6 Dated: September 11, 2015

Respectfully submitted,

7 /s/ Elise M. Bloom

8 Elise M. Bloom (*pro hac vice*)

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10 Rachel Santoro (*pro hac vice*)

**PROSKAUER ROSE LLP**

11 11 Times Square

New York, NY 10036

12 Telephone: (212) 969-3000

13 Facsimile: (212) 969-2900

14 ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

**PROSKAUER ROSE LLP**

15 2049 Century Park East, 32nd Floor

16 Los Angeles, CA 90067-3206

17 Telephone: (310) 557-2900

18 Facsimile: (310) 557-2193

*Attorneys for Defendant*

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
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**CLASS ACTION**

**DEFENDANT DETROIT TIGERS, INC.'S  
ANSWERS AND OBJECTIONS TO  
PLAINTIFFS' FIRST SET OF REQUESTS  
FOR ADMISSION TO FRANCHISE  
DEFENDANTS**

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure (the “Federal Rules”), as well as the Local Rules of Practice in Civil Proceedings before the United States District Court for the Northern District of California (the “Civil Local Rules”), Detroit Tigers, Inc. (d/b/a “Detroit Tigers”) (hereinafter “Defendant,” “Club” or “Tigers”) by and through its attorneys, Proskauer Rose LLP, hereby responds and objects to Plaintiffs’ First Set of Requests for Admission to Franchise Defendants, dated August 7, 2015 (the “RFAs”):

### **PRELIMINARY STATEMENT**

These responses are made solely for the purpose of this action. These responses are made subject to all objections as to competence, relevance, materiality, propriety and admissibility, and any and all other objections and grounds that would require the exclusion of any statement made herein if any such statement were made by, or if any admissions were requested of, a witness present and testifying in court, all of which objections are expressly reserved and may be interposed up to and including the time of trial.

Defendant has not fully completed the investigation of the facts related to this case and has not fully completed preparation for the trial in this matter. Accordingly, all of the responses set forth herein are based only on such information and documents as are presently available and specifically known to Defendant, and disclose only those contentions as are presently known to Defendant. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add meaning to the known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the contentions herein set forth.

The responses set forth below are provided without prejudice to Defendant’s right to produce evidence of any fact or facts that Defendant may subsequently discover or later recall. Subject to the provisions of the Federal Rules, Defendant reserves the right to correct any inadvertent errors or omissions, and to revise any of the responses set forth herein as additional facts are ascertained, analysis is made, legal research is completed, and contentions are made. The responses set forth herein are made in a good-faith effort to supply as much factual information

1 and as much specification of legal contentions as is presently known, but should in no way be to  
2 the prejudice of the Defendant in relation to further discovery, research or analysis, or the use of  
3 and/or reliance upon subsequently discovered documents.

4 Except for explicit facts admitted in the responses set forth below, no incidental or implicit  
5 admissions are intended. The fact that Defendant has either responded to or objected to a RFA or  
6 part thereof should not be taken as an admission that Defendant has accepted or admitted the  
7 existence of any fact or facts set forth or assumed by such RFA, or that such response or objection  
8 constitutes evidence. The fact that Defendant has responded to part or all of any request is not  
9 intended and shall not be construed to be a waiver by the Defendant of all or any part of any  
10 objection to any RFA.

11 In responding to the RFAs below, Defendant will not provide information protected from  
12 disclosure by the attorney-client privilege, the attorney work product doctrine, the joint  
13 defense/common interest privilege, and/or any other applicable privilege or immunity; information  
14 that is confidential or personal and the disclosure of which would constitute an unwarranted  
15 invasion of an affected person's constitutional, statutory and/or common law rights to privacy and  
16 confidentiality; and private, privileged, and confidential or proprietary commercial, financial, or  
17 business information.

18 The inadvertent or mistaken production of information subject to the protections of the  
19 attorney-client privilege, attorney work-product doctrine, or other privilege will not constitute a  
20 general, inadvertent, implicit, subject matter, separate, independent, or other waiver of such  
21 privilege or protection, and does not put in issue or constitute the affirmative use of the advice of  
22 counsel or of any privileged communications.

23 In providing these responses, Defendant does not waive or intend to waive, but, on the  
24 contrary, reserves or intends to reserve:

- 25 a. all questions as to competency, authenticity, relevancy, materiality, privilege, and  
26 admissibility of the information provided hereunder or the subject matter;

b. the right to object on any ground to the use of the information provided hereunder or the subject matter thereof at any trial or hearing in this matter or in any related or subsequent action or proceeding; and

c. the right to object on any ground at any time to a demand for further information.

This preliminary statement is incorporated into each of the responses set forth below.

### **OBJECTIONS TO THE DEFINITIONS**

Defendant sets forth the following objections to the “Definitions” section set forth in the RFAs. To the extent applicable, Defendant incorporates each of these objections into each of the responses set forth below.

1. To the extent the “Definitions” seek to impose obligations on Defendant that are in addition to, inconsistent with, or contrary to those imposed by the Federal Rules, the Civil Local Rules, or the Court’s individual rules and/or standing orders, Defendant will apply the definitions and provisions set forth in the Federal Rules, and will respond to the RFA in accordance with those Rules and will not provide information that exceeds the requirements of those Rules.

2. Defendant objects to the definitions of “Minor Leaguer” or “Minor League Baseball Player” in paragraph 2 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome.

3. Defendant objects to the definitions of “You” or “Your” in Paragraph 7 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to entities and individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the

1 following definition: “You” or “Your” shall mean Tigers and/or the Club’s minor league affiliates  
 2 (owned by the Club).

3 4. Defendant objects to the definition of “Plaintiffs” in Paragraph 6 of the  
 4 “Definitions” (and in the RFAs applying that definition) because those RFAs seek information  
 5 with respect to subject matter that is neither relevant to the claims or defenses of any party nor  
 6 reasonably calculated to lead to the discovery of admissible evidence, impermissibly seek  
 7 information outside of Defendant’s possession, custody or control, and because such definitions  
 8 are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For  
 9 purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the following definition:  
 10 “Plaintiffs” shall mean Lauren Gagnier and Les Smith (for the time those individuals performed  
 11 services under their Uniform Player Contracts with the Tigers) only.

### 12 **ANSWERS AND OBJECTIONS**<sup>1</sup>

#### 13 **REQUEST FOR ADMISSION NO. 1**

14 Admit that You are subject to the Major League Rules.

#### 15 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 1**

16 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 17 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
 18 overly broad and that the phrase “subject to” is vague and ambiguous such that Defendant cannot  
 19 properly admit or deny the RFA.

20 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
 21 admits that certain of the Major League Rules apply to Defendant.

22  
 23  
 24  
 25  
 26 <sup>1</sup> Defendant has repeated Plaintiffs’ First Set of Requests for Admission verbatim as they  
 27 were served upon Defendant and has made no corrections with respect to spelling,  
 28 grammar, typographical errors, or any other error in syntax.

1 **REQUEST FOR ADMISSION NO. 2**

2 Admit that You comply with the Major League Rules.

3 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 2**

4 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
5 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
6 overly broad and that the phrase “comply with” is vague and ambiguous such that Defendant  
7 cannot properly admit or deny the RFA.

8 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
9 admits that it is the Club’s practice to comply with the Major League Rules applicable to the Club  
10 to the extent appropriate.

11  
12 **REQUEST FOR ADMISSION NO. 3**

13 Admit that You comply with Major League Rule 3 when signing Your Minor Leaguers to  
14 employment contracts.

15 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 3**

16 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
17 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
18 phrases “employment contract” and “comply” are vague and ambiguous such that Defendant  
19 cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

20 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
21 admits that Major League Rule 3(a)(1) provides as follows, in part: “[A] Major or Minor League  
22 Club may contract with a player under the conditions and restrictions set forth in this Rule 3.”  
23

24 **REQUEST FOR ADMISSION NO. 4**

25 Admit that when signing Your Minor Leaguers to employment contracts, You use the  
26 Minor League Uniform Player Contract (“UPC”) that is attached to the operative Major League  
27 Rules as MLR Attachment 3.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 4**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it improperly characterizes a UPC as an “employment contract”; the phrase “employment contract” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that the UPC comprises part of the agreement between a minor league baseball player and the applicable Club.

**REQUEST FOR ADMISSION NO. 5**

Admit that You employ(ed) Your Minor Leaguers.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 5**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is overly broad and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that the UPCs, to which Plaintiffs are parties, provide that Defendant “employs Player to render, and Player agrees to render, skilled services as a Minor League Player...[during] championship playing seasons, commencing with the beginning of the championship playing season...or the portion of that regular championship playing season remaining after the execution date of this Minor League Uniform Player Contract...whichever date is later.”

**REQUEST FOR ADMISSION NO. 6**

Admit that Your Minor Leaguers only receive the wages established in the Addendum C to their UPC’s during Championship Season.



**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 6**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

**REQUEST FOR ADMISSION NO. 7**

Admit that You do not pay Your Minor Leaguers the wages established in the Addendum C to their UPC’s during spring training.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 7**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies, which are evidenced by the documents produced or that will be produced in this action.

**REQUEST FOR ADMISSION NO. 8**

Admit that You do not pay Your Minor Leaguers the wages established in the Addendum C to their UPC’s during instructional leagues.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 8**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the

term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies, which are evidenced by the documents produced or that will be produced in this action.

#### **REQUEST FOR ADMISSION NO. 9**

Admit that Your Minor Leaguers do not receive the wages established in the Addendum C to their UPC’s during the months between the end of the Championship Season and spring training.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 9**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies, which are evidenced by the documents produced or that will be produced in this action.

#### **REQUEST FOR ADMISSION NO. 10**

Admit that You never pay Your Minor Leaguers at an overtime rate, such as time-and-a-half the regular rate.

#### **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 10**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the

1 phrases “overtime rate” and “regular rate” are vague and ambiguous such that Defendant cannot  
2 properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a  
3 request for admission by seeking a response on a disputed conclusion of law.

4 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
5 admits that Plaintiffs did not receive additional compensation calculated at a “time-and-a-half”  
6 premium, because they are not entitled to “overtime” pay.

7  
8 **REQUEST FOR ADMISSION NO. 11**

9 Admit that You do not maintain records showing all hours worked by Your Minor  
10 Leaguers.

11 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 11**

12 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
13 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
14 RFA is overly broad; the phrase “hours worked” is vague and ambiguous such that Defendant  
15 cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery  
16 in a request for admission by seeking a response on a disputed conclusion of law.

17 Subject to and without waiving the foregoing objection, Defendant denies this RFA.

18  
19 **REQUEST FOR ADMISSION NO. 12**

20 Admit that You do not provide Your Minor Leaguers with wage statements during the  
21 periods of spring training, instructional leagues, and other periods outside the Championship  
22 Season.

23 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 12**

24 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
25 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
26 RFA is overly broad; the phrase “wage statements” is vague and ambiguous such that Defendant  
27

cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery in a request for admission by seeking a response on a disputed conclusion of law.

Subject to and without waiving the foregoing objection, Defendant denies this RFA.

Dated: September 11, 2015

Respectfully submitted,

/s/ Elise M. Bloom

Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

Rachel Santoro (*pro hac vice*)

**PROSKAUER ROSE LLP**

11 Times Square

New York, NY 10036

Telephone: (212) 969-3000

Facsimile: (212) 969-2900

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**PROSKAUER ROSE LLP**

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*Attorneys for Defendant*

TO: **KOREIN TILLERY, LLC**

Stephen M. Tillery (*pro hac vice*)

Aaron M. Zigler (*pro hac vice*)

Garrett R. Broshuis (*pro hac vice*)

505 North 7th Street, Suite 3600

St. Louis, MO 63101

Telephone: (314) 241-4844

Facsimile: (314) 241-3525

**KOREIN TILLERY, LLC**

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205 North Michigan, Suite 1950

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**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
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hganz@proskauer.com  
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ederboghossian@proskauer.com  
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Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendant*

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4 by e-mail on the following counsel for Plaintiffs:

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6 Stephen M. Tillery (*pro hac vice*)  
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9 505 North 7th Street, Suite 3600  
10 St. Louis, MO 63101  
11 Telephone: (314) 241-4844  
12 Facsimile: (314) 241-3525  
13 stillery@koreintillery.com  
14 azigler@koreintillery.com  
15 gbroshuis@koreintillery.com

12 **KOREIN TILLERY, LLC**

13 George A. Zelcs  
14 205 North Michigan, Suite 1950  
15 Chicago, IL 60601  
16 Telephone: (312) 641-9750  
17 Facsimile: (312) 641-9751  
18 gzelcs@koreintillery.com

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Telephone: (818) 788-8300  
Facsimile: (818) 788-8104  
dwarshaw@pswlaw.com

1 bpouya@pswlaw.com  
2 mpearson@pswlaw.com

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6 Dated: September 11, 2015

Respectfully submitted,

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*Attorneys for Defendant*



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New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendants*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**DEFENDANTS RANGERS BASEBALL  
EXPRESS, LLC AND RANGERS  
BASEBALL, LLC'S ANSWERS AND  
OBJECTIONS TO PLAINTIFFS' FIRST  
SET OF REQUESTS FOR ADMISSION  
TO FRANCHISE DEFENDANTS**

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure (the “Federal Rules”), as well as the Local Rules of Practice in Civil Proceedings before the United States District Court for the Northern District of California (the “Civil Local Rules”), Rangers Baseball Express, LLC and Rangers Baseball, LLC (d/b/a “Texas Rangers”) (hereinafter “Defendant,” “Club” or “Rangers”) by and through its attorneys, Proskauer Rose LLP, hereby responds and objects to Plaintiffs’ First Set of Requests for Admission to Franchise Defendants, dated August 7, 2015 (the “RFAs”):

### **PRELIMINARY STATEMENT**

These responses are made solely for the purpose of this action. These responses are made subject to all objections as to competence, relevance, materiality, propriety and admissibility, and any and all other objections and grounds that would require the exclusion of any statement made herein if any such statement were made by, or if any admissions were requested of, a witness present and testifying in court, all of which objections are expressly reserved and may be interposed up to and including the time of trial.

Defendant has not fully completed the investigation of the facts related to this case and has not fully completed preparation for the trial in this matter. Accordingly, all of the responses set forth herein are based only on such information and documents as are presently available and specifically known to Defendant, and disclose only those contentions as are presently known to Defendant. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add meaning to the known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the contentions herein set forth.

The responses set forth below are provided without prejudice to Defendant’s right to produce evidence of any fact or facts that Defendant may subsequently discover or later recall. Subject to the provisions of the Federal Rules, Defendant reserves the right to correct any inadvertent errors or omissions, and to revise any of the responses set forth herein as additional facts are ascertained, analysis is made, legal research is completed, and contentions are made. The

1 responses set forth herein are made in a good-faith effort to supply as much factual information  
2 and as much specification of legal contentions as is presently known, but should in no way be to  
3 the prejudice of the Defendant in relation to further discovery, research or analysis, or the use of  
4 and/or reliance upon subsequently discovered documents.

5 Except for explicit facts admitted in the responses set forth below, no incidental or implicit  
6 admissions are intended. The fact that Defendant has either responded to or objected to a RFA or  
7 part thereof should not be taken as an admission that Defendant has accepted or admitted the  
8 existence of any fact or facts set forth or assumed by such RFA, or that such response or objection  
9 constitutes evidence. The fact that Defendant has responded to part or all of any request is not  
10 intended and shall not be construed to be a waiver by the Defendant of all or any part of any  
11 objection to any RFA.

12 In responding to the RFAs below, Defendant will not provide information protected from  
13 disclosure by the attorney-client privilege, the attorney work product doctrine, the joint  
14 defense/common interest privilege, and/or any other applicable privilege or immunity; information  
15 that is confidential or personal and the disclosure of which would constitute an unwarranted  
16 invasion of an affected person's constitutional, statutory and/or common law rights to privacy and  
17 confidentiality; and private, privileged, and confidential or proprietary commercial, financial, or  
18 business information.

19 The inadvertent or mistaken production of information subject to the protections of the  
20 attorney-client privilege, attorney work-product doctrine, or other privilege will not constitute a  
21 general, inadvertent, implicit, subject matter, separate, independent, or other waiver of such  
22 privilege or protection, and does not put in issue or constitute the affirmative use of the advice of  
23 counsel or of any privileged communications.

24 In providing these responses, Defendant does not waive or intend to waive, but, on the  
25 contrary, reserves or intends to reserve:

- 26 a. all questions as to competency, authenticity, relevancy, materiality, privilege, and  
27 admissibility of the information provided hereunder or the subject matter;

b. the right to object on any ground to the use of the information provided hereunder or the subject matter thereof at any trial or hearing in this matter or in any related or subsequent action or proceeding; and

c. the right to object on any ground at any time to a demand for further information.

This preliminary statement is incorporated into each of the responses set forth below.

### **OBJECTIONS TO THE DEFINITIONS**

Defendant sets forth the following objections to the “Definitions” section set forth in the RFAs. To the extent applicable, Defendant incorporates each of these objections into each of the responses set forth below.

1. To the extent the “Definitions” seek to impose obligations on Defendant that are in addition to, inconsistent with, or contrary to those imposed by the Federal Rules, the Civil Local Rules, or the Court’s individual rules and/or standing orders, Defendant will apply the definitions and provisions set forth in the Federal Rules, and will respond to the RFA in accordance with those Rules and will not provide information that exceeds the requirements of those Rules.

2. Defendant objects to the definitions of “Minor Leaguer” or “Minor League Baseball Player” in paragraph 2 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome.

3. Defendant objects to the definitions of “You” or “Your” in Paragraph 7 of the “Definitions” (and in the RFAs applying those definitions), because those RFAs seek information with respect to entities and individuals that is neither relevant to the claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible evidence, and because such definitions are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the

1 following definition: “You” or “Your” shall mean Rangers and/or the Club’s minor league  
2 affiliates (owned by the Club).

3 4. Defendant objects to the definition of “Plaintiffs” in Paragraph 6 of the  
4 “Definitions” (and in the RFAs applying that definition) because those RFAs seek information  
5 with respect to subject matter that is neither relevant to the claims or defenses of any party nor  
6 reasonably calculated to lead to the discovery of admissible evidence, impermissibly seek  
7 information outside of Defendant’s possession, custody or control, and because such definitions  
8 are overbroad and the RFAs applying such definitions are therefore unduly burdensome. For  
9 purposes of Defendant’s responses to Plaintiffs’ RFAs, Defendant applies the following definition:  
10 “Plaintiffs” shall mean Mitch Hilligoss and Matt Lawson (for the time those individuals performed  
11 services under their Uniform Player Contracts with the Rangers) only.

### 12 **ANSWERS AND OBJECTIONS<sup>1</sup>**

#### 13 **REQUEST FOR ADMISSION NO. 1**

14 Admit that You are subject to the Major League Rules.

#### 15 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 1**

16 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
17 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
18 overly broad and that the phrase “subject to” is vague and ambiguous such that Defendant cannot  
19 properly admit or deny the RFA.

20 Subject to and without waiving the foregoing objection, Defendant denies the RFA, except  
21 admits that certain of the Major League Rules apply to Defendant.

#### 22 **REQUEST FOR ADMISSION NO. 2**

23 Admit that You comply with the Major League Rules.

24  
25  
26 <sup>1</sup> Defendant has repeated Plaintiffs’ First Set of Requests for Admission verbatim as  
27 they were served upon Defendant and has made no corrections with respect to spelling,  
28 grammar, typographical errors, or any other error in syntax.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 2**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is overly broad and that the phrase “comply with” is vague and ambiguous such that Defendant cannot properly admit or deny the RFA.

Subject to and without waiving the foregoing objection, Defendant denies the RFA, except admits that it is the Club’s practice to comply with the Major League Rules applicable to the Club to the extent appropriate.

**REQUEST FOR ADMISSION NO. 3**

Admit that You comply with Major League Rule 3 when signing Your Minor Leaguers to employment contracts.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 3**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the phrases “employment contract” and “comply” are vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA assumes facts not in evidence.

Subject to and without waiving the foregoing objection, Defendant denies this RFA, except admits that Major League Rule 3(a)(1) provides as follows, in part: “[A] Major or Minor League Club may contract with a player under the conditions and restrictions set forth in this Rule 3.”

**REQUEST FOR ADMISSION NO. 4**

Admit that when signing Your Minor Leaguers to employment contracts, You use the Minor League Uniform Player Contract (“UPC”) that is attached to the operative Major League Rules as MLR Attachment 3.

**ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 4**

Defendant incorporates its Preliminary Statement and Objections to the Definitions as though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it

1 improperly characterizes a UPC as an “employment contract”; the phrase “employment contract”  
 2 is vague and ambiguous such that Defendant cannot properly admit or deny the RFA; and the RFA  
 3 assumes facts not in evidence.

4 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 5 admits that the UPC comprises part of the agreement between a minor league baseball player and  
 6 the applicable Club.

7  
 8 **REQUEST FOR ADMISSION NO. 5**

9 Admit that You employ(ed) Your Minor Leaguers.

10 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 5**

11 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 12 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that it is  
 13 overly broad and the RFA exceeds the scope of permissible discovery in a request for admission  
 14 by seeking a response on a disputed conclusion of law.

15 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 16 admits that the UPCs, to which Plaintiffs are parties, provide that Defendant “employs Player t o  
 17 render, and Player agrees to render, skilled services as a Minor League Player...[during]  
 18 championship playing seasons, commencing with the beginning of the championship playing  
 19 season...or the portion of that regular championship playing season remaining after the execution  
 20 date of this Minor League Uniform Player Contract...whichever date is later.”

21 **REQUEST FOR ADMISSION NO. 6**

22 Admit that Your Minor Leaguers only receive the wages established in the Addendum C to  
 23 their UPC’s during Championship Season.

24 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 6**

25 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 26 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 27 term “wages” is vague and ambiguous such that Defendant cannot properly admit or deny the  
 28

1 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
2 seeking a response on a disputed conclusion of law.

3 Subject to and without waiving the foregoing objection, Defendant denies this RFA.  
4

5 **REQUEST FOR ADMISSION NO. 7**

6 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
7 C to their UPC's during spring training.

8 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 7**

9 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
10 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
11 term "wages" is vague and ambiguous such that Defendant cannot properly admit or deny the  
12 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
13 seeking a response on a disputed conclusion of law.

14 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
15 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
16 which are evidenced by the documents produced or that will be produced in this action.  
17

18 **REQUEST FOR ADMISSION NO. 8**

19 Admit that You do not pay Your Minor Leaguers the wages established in the Addendum  
20 C to their UPC's during instructional leagues.

21 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 8**

22 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
23 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
24 term "wages" is vague and ambiguous such that Defendant cannot properly admit or deny the  
25 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
26 seeking a response on a disputed conclusion of law.  
27  
28



1 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 2 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
 3 which are evidenced by the documents produced or that will be produced in this action.

4  
 5 **REQUEST FOR ADMISSION NO. 9**

6 Admit that Your Minor Leaguers do not receive the wages established in the Addendum C  
 7 to their UPC's during the months between the end of the Championship Season and spring  
 8 training.

9 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 9**

10 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 11 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 12 term "wages" is vague and ambiguous such that Defendant cannot properly admit or deny the  
 13 RFA and the RFA exceeds the scope of permissible discovery in a request for admission by  
 14 seeking a response on a disputed conclusion of law.

15 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 16 admits that Plaintiffs have been paid in accordance with their UPCs and applicable Club policies,  
 17 which are evidenced by the documents produced or that will be produced in this action.

18  
 19 **REQUEST FOR ADMISSION NO. 10**

20 Admit that You never pay Your Minor Leaguers at an overtime rate, such as time-and-a-  
 21 half the regular rate.

22 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 10**

23 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 24 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 25 phrases "overtime rate" and "regular rate" are vague and ambiguous such that Defendant cannot  
 26 properly admit or deny the RFA and the RFA exceeds the scope of permissible discovery in a  
 27 request for admission by seeking a response on a disputed conclusion of law.

1 Subject to and without waiving the foregoing objection, Defendant denies this RFA, except  
 2 admits that Plaintiffs did not receive additional compensation calculated at a “time-and-a-half”  
 3 premium, because they were not entitled to “overtime” pay.

4  
 5 **REQUEST FOR ADMISSION NO. 11**

6 Admit that You do not maintain records showing all hours worked by Your Minor  
 7 Leaguers.

8 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 11**

9 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 10 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 11 RFA is overly broad; the phrase “hours worked” is vague and ambiguous such that Defendant  
 12 cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery  
 13 in a request for admission by seeking a response on a disputed conclusion of law.

14 Subject to and without waiving the foregoing objection, Defendant denies this RFA.

15  
 16 **REQUEST FOR ADMISSION NO. 12**

17 Admit that You do not provide Your Minor Leaguers with wage statements during the  
 18 periods of spring training, instructional leagues, and other periods outside the Championship  
 19 Season.

20 **ANSWERS AND OBJECTIONS TO REQUEST FOR ADMISSION NO. 12**

21 Defendant incorporates its Preliminary Statement and Objections to the Definitions as  
 22 though fully set forth herein. Defendant specifically objects to this RFA on the grounds that the  
 23 RFA is overly broad; the phrase “wage statements” is vague and ambiguous such that Defendant  
 24 cannot properly admit or deny the RFA; and the RFA exceeds the scope of permissible discovery  
 25 in a request for admission by seeking a response on a disputed conclusion of law.

26 Subject to and without waiving the foregoing objection, Defendant denies this RFA.

27  
 28 Dated: September 11, 2015

Respectfully submitted,

/s/ Elise M. Bloom

Elise M. Bloom (*pro hac vice*)  
Howard L. Ganz  
Neil H. Abramson (*pro hac vice*)  
Adam M. Lupion (*pro hac vice*)  
Rachel Santoro (*pro hac vice*)  
**PROSKAUER ROSE LLP**  
11 Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
**PROSKAUER ROSE LLP**  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193  
*Attorneys for Defendants*

TO: **KOREIN TILLERY, LLC**  
Stephen M. Tillery (*pro hac vice*)  
Aaron M. Zigler (*pro hac vice*)  
Garrett R. Broshuis (*pro hac vice*)  
505 North 7th Street, Suite 3600  
St. Louis, MO 63101  
Telephone: (314) 241-4844  
Facsimile: (314) 241-3525

**KOREIN TILLERY, LLC**  
George A. Zelcs  
205 North Michigan, Suite 1950  
Chicago, IL 60601  
Telephone: (312) 641-9750

**PEARSON, SIMON & WARSHAW LLP**  
Bruce L. Simon (Bar No. 96241)  
Benjamin E. Shiftan (Bar No. 265767)  
44 Montgomery Street, Suite 2450  
San Francisco, CA 94104  
Telephone: (415) 433-9000  
Facsimile: (415) 433-9008

**PEARSON, SIMON & WARSHAW LLP**  
Daniel L. Warshaw (Bar No. 185365)  
Bobby Pouya (Bar No. 245527)  
Michael H. Pearson (Bar No. 277857)  
15165 Ventura Boulevard, Suite 400  
Sherman Oaks, California 91403  
Telephone: (818) 788-8300  
Facsimile: (818) 788-8104

*Plaintiffs' Interim Co-Lead Class Counsel*

1  
2  
3  
4  
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27  
28

**PROSKAUER ROSE LLP**

ELISE M. BLOOM (admitted *pro hac vice*)  
ebloom@proskauer.com  
HOWARD L. GANZ  
hganz@proskauer.com  
NEIL H. ABRAMSON (admitted *pro hac vice*)  
nabramson@proskauer.com  
ADAM M. LUPION (admitted *pro hac vice*)  
alupion@proskauer.com  
RACHEL SANTORO (admitted *pro hac vice*)  
rsantoro@proskauer.com  
Eleven Times Square  
New York, NY 10036  
Telephone: (212) 969-3000  
Facsimile: (212) 969-2900

**PROSKAUER ROSE LLP**

ENZO DER BOGHOSIAN (SBN 211351)  
ederboghossian@proskauer.com  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

*Attorneys for Defendants*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

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OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
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BASEBALL; et al.;

Defendants.

Case No. 3:14-cv-00608-RS  
(consolidated with 3:14-cv-03289-JCS)

**CLASS ACTION**

**CERTIFICATE OF SERVICE**

1 I hereby certify that September 11, 2015, I caused to be served the following:

2 Defendants Rangers Baseball Express, LLC and Rangers Baseball, LLC's Answers and  
3 Objections to Plaintiffs' First Set of Requests for Admission to Franchise Defendants

4 by e-mail on the following counsel for Plaintiffs:

5 **TO: KOREIN TILLERY, LLC**

6 Stephen M. Tillery (*pro hac vice*)  
7 Aaron M. Zigler (*pro hac vice*)  
8 Garrett R. Broshuis (*pro hac vice*)  
9 505 North 7th Street, Suite 3600  
10 St. Louis, MO 63101  
11 Telephone: (314) 241-4844  
12 Facsimile: (314) 241-3525  
13 stillery@koreintillery.com  
14 azigler@koreintillery.com  
15 gbroshuis@koreintillery.com

12 **KOREIN TILLERY, LLC**

13 George A. Zelcs  
14 205 North Michigan, Suite 1950  
15 Chicago, IL 60601  
16 Telephone: (312) 641-9750  
17 Facsimile: (312) 641-9751  
18 gzelcs@koreintillery.com

17 **PEARSON, SIMON & WARSHAW LLP**

18 Bruce L. Simon (Bar No. 96241)  
19 Benjamin E. Shiftan (Bar No. 265767)  
20 44 Montgomery Street, Suite 2450  
21 San Francisco, CA 94104  
22 Telephone: (415) 433-9000  
23 Facsimile: (415) 433-9008  
24 bsimon@pswlaw.com  
25 bshiftan@pswlaw.com

23 **PEARSON, SIMON & WARSHAW LLP**

24 Daniel L. Warshaw (Bar No. 185365)  
25 Bobby Pouya (Bar No. 245527)  
26 Michael H. Pearson (Bar No. 277857)  
27 15165 Ventura Boulevard, Suite 400  
28 Sherman Oaks, California 91403  
Telephone: (818) 788-8300  
Facsimile: (818) 788-8104  
dwarshaw@pswlaw.com

1 bpouya@pswlaw.com  
2 mpearson@pswlaw.com

3 *Plaintiffs' Interim Co-Lead Class Counsel*

4  
5  
6 Dated: September 11, 2015

Respectfully submitted,

7 /s/ Elise M. Bloom

8 Elise M. Bloom (*pro hac vice*)

Howard L. Ganz

9 Neil H. Abramson (*pro hac vice*)

Adam M. Lupion (*pro hac vice*)

10 Rachel Santoro (*pro hac vice*)

**PROSKAUER ROSE LLP**

11 11 Times Square

New York, NY 10036

12 Telephone: (212) 969-3000

13 Facsimile: (212) 969-2900

14 ENZO DER BOGHOSIAN (SBN 211351)

ederboghossian@proskauer.com

**PROSKAUER ROSE LLP**

15 2049 Century Park East, 32nd Floor

16 Los Angeles, CA 90067-3206

17 Telephone: (310) 557-2900

18 Facsimile: (310) 557-2193

*Attorneys for Defendants*